

Fill in this information to identify your case:

Debtor 1	Donald Kenneth Chrispen, II		
	First Name	Middle Name	Last Name
Debtor 2	Acacia Tate Chrispen		
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	WESTERN DISTRICT OF PENNSYLVANIA		
Case number	23-10255-GLT		
(if known)			

☐ Check if this is an amended filing

Official Form 106Sum

Summary of Your Assets and Liabilities and Certain Statistical Information

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

Part 1: Summarize Your Assets

		Your assets Value of what you own
1. Schedule A/B: Property (Official Form 106A/B)		
1a. Copy line 55, Total real estate, from Schedule A/B.....	\$	80,000.00
1b. Copy line 62, Total personal property, from Schedule A/B.....	\$	44,537.50
1c. Copy line 63, Total of all property on Schedule A/B.....	\$	124,537.50

Part 2: Summarize Your Liabilities

		Your liabilities Amount you owe
2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D)		
2a. Copy the total you listed in Column A, <i>Amount of claim</i> , at the bottom of the last page of Part 1 of <i>Schedule D</i> ...	\$	86,097.60
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 106E/F)		
3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of <i>Schedule E/F</i>	\$	0.00
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of <i>Schedule E/F</i>	\$	47,548.37
Your total liabilities		\$ 133,645.97

Part 3: Summarize Your Income and Expenses

4. Schedule I: Your Income (Official Form 106I)		
Copy your combined monthly income from line 12 of <i>Schedule I</i>	\$	5,279.45
5. Schedule J: Your Expenses (Official Form 106J)		
Copy your monthly expenses from line 22c of <i>Schedule J</i>	\$	5,112.01

Part 4: Answer These Questions for Administrative and Statistical Records

6. Are you filing for bankruptcy under Chapters 7, 11, or 13?

☐ No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.

☒ Yes

7. What kind of debt do you have?

☒ **Your debts are primarily consumer debts.** *Consumer debts* are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.

☐ **Your debts are not primarily consumer debts.** You have nothing to report on this part of the form. *Check this box* and submit this form to the court with your other schedules.

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT**

8. **From the Statement of Your Current Monthly Income:** Copy your total current monthly income from Official Form 122A-1 Line 11; **OR**, Form 122B Line 11; **OR**, Form 122C-1 Line 14.

\$ **6,945.59**

9. **Copy the following special categories of claims from Part 4, line 6 of Schedule E/F:**

	Total claim
From Part 4 on Schedule E/F, copy the following:	
9a. Domestic support obligations (Copy line 6a.)	\$ 0.00
9b. Taxes and certain other debts you owe the government. (Copy line 6b.)	\$ 0.00
9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)	\$ 0.00
9d. Student loans. (Copy line 6f.)	\$ 24,879.00
9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)	\$ 0.00
9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)	+\$ 0.00
9g. Total. Add lines 9a through 9f.	\$ 24,879.00

Fill in this information to identify your case and this filing:

Debtor 1 Donald Kenneth Chrispen, II
 First Name Middle Name Last Name

Debtor 2 Acacia Tate Chrispen
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: WESTERN DISTRICT OF PENNSYLVANIA

Case number 23-10255-GLT

☐ Check if this is an amended filing

Official Form 106A/B

Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In**1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?**

- ☐ No. Go to Part 2.
- ☒ Yes. Where is the property?

1.1

1051 Newton Avenue

Street address, if available, or other description

Erie PA 16511-0000
 City State ZIP Code

Erie
 County

What is the property? Check all that apply

- ☐ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other _____

Who has an interest in the property? Check one

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
<u>\$80,000.00</u>	<u>\$80,000.00</u>

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Tenants by the Entireties

☐ Check if this is community property (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>\$80,000.00**Part 2: Describe Your Vehicles**

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT****3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**☐ No☒ Yes3.1 Make: **Chevrolet**
Model: **Colorado**
Year: **2015**
Approximate mileage: **58,490**
Other information:

Who has an interest in the property? Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☐ Check if this is community property
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$25,000.00**\$25,000.00**3.2 Make: **Chevrolet**
Model: **Equinox**
Year: **2020**
Approximate mileage: **28,526**
Other information:**No equity as this is a Lease w/GM Financial**

Who has an interest in the property? Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☐ Check if this is community property
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$1.00**\$1.00**3.3 Make: **Toyota**
Model: **Camry**
Year: **2000**
Approximate mileage: **200,000**
Other information:

Who has an interest in the property? Check one

- ☐
- Debtor 1 only
-
- ☒
- Debtor 2 only
-
- ☐
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☐ Check if this is community property
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$1,000.00**\$1,000.00****4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories***Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories*☒ No☐ Yes**5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>****\$26,001.00****Part 3: Describe Your Personal and Household Items****Do you own or have any legal or equitable interest in any of the following items?****Current value of the portion you own?**

Do not deduct secured claims or exemptions.

6. Household goods and furnishings*Examples: Major appliances, furniture, linens, china, kitchenware*☐ No☒ Yes. Describe.....**Misc. household goods and furnishings****\$2,800.00**

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT****7. Electronics***Examples:* Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games☐ No☒ Yes. Describe.....**Usual and customary electronics****\$400.00****8. Collectibles of value***Examples:* Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles☒ No☐ Yes. Describe.....**9. Equipment for sports and hobbies***Examples:* Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments☒ No☐ Yes. Describe.....**10. Firearms***Examples:* Pistols, rifles, shotguns, ammunition, and related equipment☒ No☐ Yes. Describe.....**11. Clothes***Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories☐ No☒ Yes. Describe.....**Clothing of Debtors****\$300.00****12. Jewelry***Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver☐ No☒ Yes. Describe.....**Misc. Jewelry****\$250.00****13. Non-farm animals***Examples:* Dogs, cats, birds, horses☐ No☒ Yes. Describe.....**2 cats and 1 dog****\$3.00****14. Any other personal and household items you did not already list, including any health aids you did not list**☒ No☐ Yes. Give specific information.....**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here****\$3,753.00****Part 4: Describe Your Financial Assets****Do you own or have any legal or equitable interest in any of the following?****Current value of the
portion you own?
Do not deduct secured**

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT**

claims or exemptions.

16. Cash*Examples:* Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition☐ No☒ Yes.....**Cash****\$38.00****17. Deposits of money***Examples:* Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.☐ No☒ Yes.....

Institution name:

17.1. **Checking - Wife** **Widget Financial** **\$106.00**17.2. **Savings - Husband** **Widget Financial** **\$100.00**17.3. **Checking - Husband** **Widget Financial** **\$248.00**17.4. **Checking - Joint ending 0431** **FNB** **\$1.00****18. Bonds, mutual funds, or publicly traded stocks***Examples:* Bond funds, investment accounts with brokerage firms, money market accounts☒ No☐ Yes.....

Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture☒ No☐ Yes. Give specific information about them.....

Name of entity:

% of ownership:

20. Government and corporate bonds and other negotiable and non-negotiable instruments*Negotiable instruments* include personal checks, cashiers' checks, promissory notes, and money orders.*Non-negotiable instruments* are those you cannot transfer to someone by signing or delivering them.☒ No☐ Yes. Give specific information about them

Issuer name:

21. Retirement or pension accounts*Examples:* Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans☐ No☒ Yes. List each account separately.

Type of account:

Institution name:

401k Husband **Coca Cola Pension** **\$1,000.00**

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT****401(k) Wife****St. Vincent w /\$5,428.54 lien in two separate loans as of 05/22/2023. Loan A's payment is \$43.22 per pay and Loan B's payment is \$71.33 per pay. These amounts are being deducted from Debtor's wages. Loan A scheduled to be paid in full by October 2026 and Loan B scheduled to be paid in full by May 24, 2024.****\$13,286.50****22. Security deposits and prepayments**

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

☒ No☐ Yes.

Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)☒ No☐ Yes..... Issuer name and description.**24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No☐ Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):**25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**☒ No☐ Yes. Give specific information about them...**26. Patents, copyrights, trademarks, trade secrets, and other intellectual property**

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

☒ No☐ Yes. Give specific information about them...**27. Licenses, franchises, and other general intangibles**

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

☒ No☐ Yes. Give specific information about them...**Money or property owed to you?****Current value of the portion you own?**

Do not deduct secured claims or exemptions.

28. Tax refunds owed to you☒ No☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....**29. Family support**

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

☐ No☒ Yes. Give specific information.....**Carlos Smith pays Debtor wife \$200 per month****Child Support****\$1.00**

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT****30. Other amounts someone owes you***Examples:* Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- ☒ No
- ☐ Yes. Give specific information..

31. Interests in insurance policies*Examples:* Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- ☐ No
- ☒ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund value:

Husband's Term policy through employment at Coca Cola in the face value of \$100,000; No cash surrender.**Wife****\$1.00****Wife's Term policy through employment at St. Vincent in the face value of \$43,000; No cash surrender.****Husband and children****\$1.00****Husband's Term policy through State Farm in the face value of \$25,000; No cash surrender.****Wife****\$1.00****32. Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- ☒ No
- ☐ Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment*Examples:* Accidents, employment disputes, insurance claims, or rights to sue

- ☒ No
- ☐ Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

- ☒ No
- ☐ Yes. Describe each claim.....

35. Any financial assets you did not already list

- ☒ No
- ☐ Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....**\$14,783.50****Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.****37. Do you own or have any legal or equitable interest in any business-related property?**

- ☒ No. Go to Part 6.
- ☐ Yes. Go to line 38.

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT****Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.**
If you own or have an interest in farmland, list it in Part 1.**46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**

- ☒ No. Go to Part 7.
- ☐ Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above**53. Do you have other property of any kind you did not already list?**

Examples: Season tickets, country club membership

- ☒ No
- ☐ Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here**\$0.00****Part 8: List the Totals of Each Part of this Form**

55. Part 1: Total real estate, line 2		\$80,000.00
56. Part 2: Total vehicles, line 5	\$26,001.00	
57. Part 3: Total personal and household items, line 15	\$3,753.00	
58. Part 4: Total financial assets, line 36	\$14,783.50	
59. Part 5: Total business-related property, line 45	\$0.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	+ \$0.00	
62. Total personal property. Add lines 56 through 61...	\$44,537.50	Copy personal property total \$44,537.50
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$124,537.50

Donald Kenneth Chrispen, II
Acacia Tate Chrispen
Bankruptcy No. 23-10255
Attachment to Schedule A/B

The Real Estate located at 1051 Newton Avenue, Erie, Pennsylvania, 16511 situate in the Township of Lawrence Park, County of Erie, and Commonwealth of Pennsylvania acquired by virtue by a Deed dated July 11, 2014 and recorded on July 21, 2014 at Erie County Instrument No. 2014-014705 for a purchase price of \$71,500.00 subject to a mortgage in favor of Mortgage Electronic Registration Services, Inc./Howard Hanna Mortgage Services dated July 11, 2014 and recorded on July 21, 2014 at Erie County Instrument No. 2014-014706 in the face amount of \$70,204.00 and an Assignment of Mortgage in favor of Wells Fargo Bank dated October 15, 2015 and recorded on October 29, 2015 at Erie County Instrument No. 2015-024106 and an Assignment of Mortgage in favor of M&T Bank dated May 21, 2019 and recorded on May 29, 2019 at Erie County Instrument No. 2019-009800.

Warranty Deed

THIS Deed Made the

11th day of July in the year of our Lord two thousand fourteen (2014).

Between

**DENNIS J. HULTBERG of Erie County,
Pennsylvania, Grantor**

and

**DONALD K. CHRISPEN, II of Erie County,
Pennsylvania, Grantee**

Witnesseth, That in consideration of **SEVENTY-ONE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$71,500.00)**, in hand paid, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey to the Grantee:

ALL THAT CERTAIN piece or parcel situate in Lawrence Park Realty Company Plot of portions of Tracts No. 246 and 247 in Lawrence Park Township, Erie County, Pennsylvania, as recorded in Erie County Map Book 3, pages 39, 40 and 41, and being a part of Lot Number Five (5) in Block No. 173 and more particularly described as follows, to-wit: Beginning at the point of intersection of the easterly line of Newton Avenue with the northerly line of said Lot No. 5 in said Block No. 173; thence eastwardly along said northerly line of said Lot No. 5, one hundred seventeen (117) feet to a point in the easterly line of said Lot No. 5; thence southwardly along said easterly line of said Lot No. 5, twenty-nine and thirty-five hundredths (29.35) feet to a point; thence westwardly, parallel to said northerly line of said Lot No. 5, one hundred seventeen (117) feet to the easterly line of Newton Avenue; and thence northwardly along said eastwardly line of Newton Avenue twenty-nine and thirty-five hundredths (29.35) feet to the point of beginning.

The division line between the property hereby conveyed and the property located immediately south thereof passes through the center of the wall between the apartment located on the property hereby conveyed, known as 1051 Newton Avenue, and the apartment located on the lot immediately south thereof, known as 1053 Newton Avenue, which wall is to be considered as a party wall; and said grantees, their heirs and assigns shall have no right to remove or interfere with said wall, except by and with the consent of the adjoining party wall property owner or owners.

Said premises are more commonly known as 1051 Newton Avenue, Erie, Pennsylvania 16511 and further identified by Erie County Tax Index Number (29) 18-55-56.

This is the same property conveyed to Grantor by deed recorded on February 16, 2012 as Erie County Instrument No. 2012-004111.

2014014705



RECORDER OF DEEDS DIVISION

ERIE COUNTY COURTHOUSE 140 W. 6TH STREET, ERIE, PA 16501

Mailing Address: P.O. Box 1849, Erie, Pennsylvania 16512

PHONE: (814) 451-6246 FAX: (814) 451-6213

EMAIL: recorder@eriecountygov.org

2014-014705

PATRICK L. FETZNER
CLERK OF RECORDS

Instrument Number: 2014-014705

Instrument Type: DEED

Record Date: 7/21/2014

Record Time: 09:24:27

Receipt No.: 1078908

Receipt Distribution

Fee/Tax Description	Payment Amount
---------------------	----------------

DEED	13.00
DEED - WRIT	.50
DEED - RTT STATE	715.00
LAWRENCE PARK TWP	715.00
LOW INCOME HOUSING	10.50
J.C.S. / A.T.J	23.50
CO REC MGT ACCT	2.00
ROD REC MGT ACCT	3.00

Check# 751	\$767.00
Check# 752	\$.50
Check# 747	\$715.00

Total Received..... \$1,482.50

Recording Page Count: 3

Paid By Remarks: BARRISTERS/CHRISPEN
JLH

I HEREBY CERTIFY THAT THIS DOCUMENT
IS RECORDED IN THE RECORDER OF DEEDS
OFFICE OF ERIE COUNTY, PENNSYLVANIA

PATRICK L. FETZNER
ERIE COUNTY CLERK OF RECORDS

Certification Page

DO NOT DETACH

This page is now part of this legal document.

NOTE: Some information subject to change during the verification process and may not be reflected on this page.

Address: 1051 NEWTON AVE

Owner: CHRISPEN DONALD K II

Parcel: 29018055005600

Parcel Profile

Address 1051 | NEWTON | AVE

Street Status PAVED | SIDEWALK

School District IROQUOIS SCHOOL

Acreage 0.0761

Classification R

Land Use Code SINGLE FAMILY

Legal Description 1051 NEWTON AVE 29.35 X 117

Square Feet 1134

Topo LEVEL

Utility ALL PUBLIC

Zoning Please contact your municipal zoning officer

Deed Book 2014

Deed Page 014705

2023 Tax Values

Land Value / Taxable 17,800 / 17,800.00

Building Value / Taxable 53,650 / 53,650.00

Total Value / Taxable 71,450 / 71,450.00

Clean & Green Inactive

Homestead Status Active

Farmstead Status Inactive

Lerta Amount 0

Lerta Expiration Year 0

Residential Data

Card 1

Style ROW

Basement FULL

Year Built 1916

Exterior Wall

BRICK

Total Living Area

1134

Full Baths

1

Half Baths

1

Fuel Type

GAS

Heating

CENTRAL A/C

Heating System

FORCED AIR

Stories

2.0

Total Bedrooms

4

Total Family Rooms

0

Total Rooms

7

Fireplaces

0

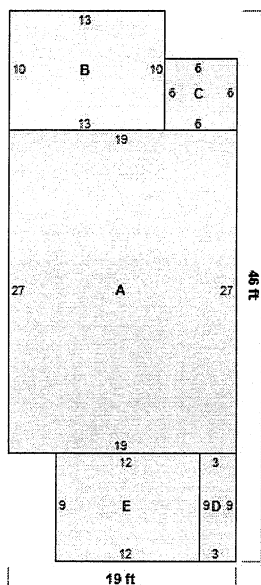
Other Buildings & Yards

No OBY Data Found

Sales History

Sale Date	From	To	Type	Price	Book / Page	Other Info
7/21/2014	HULTBERG DENNIS J	CHRISPEN DONALD K II	LAND & BUILDING	71500	2014 / 014705	SPECIAL WARRANTY DEED
2/16/2012	HULTBERG DENNIS J ET MEYER JENNIFER L	HULTBERG DENNIS J	LAND & BUILDING	0	2012 / 004111	WARRANTY/SURVIVORSHIP DEED
9/1/2004	BERLIN THOMAS M	HULTBERG DENNIS J ET MEYER JENNIFER L	LAND & BUILDING	68500	1169 / 1398	WARRANTY/SURVIVORSHIP DEED
9/1/2000		THOMAS M BERLIN	LAND & BUILDING	65000	724 / 748	

Residential Card 1



- A MAIN
- B WDDCK WOOD DECKS
- C EFP ENCL FRAME PORCH
- D EMP ENCL MASONRY PORCH
- E 1SMAS MASONRY

513 square feet
130 square feet
36 square feet
27 square feet
108 square feet

Parcel Images



Attention City of Erie Residents

Please be advised that due to the recent change in the billing cycle for the City of Erie school taxes, the total for Year 2012 (school tax column) will now include the total amounts for both the 2011-12 AND the 2012-13 tax years.

Year	County	City/Township	School	Library	Total
2023	425.84	410.84	0	0	836.68
2022	425.84	325.10	1315.23	0	2066.17
2021	425.84	253.65	1362.94	0	2042.43
2020	407.98	253.65	1295.00	0	1956.63
2019	407.98	253.65	1231.44	0	1893.07
2018	386.54	232.21	1229.68	0	1848.43
2017	386.54	232.21	1176.76	0	1795.51
2016	368.68	232.21	1119.70	0	1720.59
2015	352.25	214.35	1070.10	0	1636.70
2014	352.25	178.63	1034.58	0	1565.46
2013	352.25	157.19	996.15	0	1505.59
2012	334.75	152.16	924.04	0	1410.95
2011	334.75	152.16	889.92	0	1376.83
2010	334.75	152.16	858.84	0	1345.75
2009	301.55	152.16	847.14	0	1300.85
2008	287.72	152.16	812.59	0	1252.47
2007	273.88	152.16	1189.60	0	1615.64
2006	273.88	152.16	1189.60	0	1615.64
2005	258.94	152.16	1189.60	0	1600.70
2004	258.94	152.16	995.94	0	1407.04
2003	254.52	110.66	926.78	0	1291.96

Delinquent Taxes

No Delinquent Taxes

Owner Info

PARCEL ID: 29-018-055.0-056.00

OWNER 1: CHRISPEN DONALD K II

OWNER 2:

ADDRESS 1: 1051 NEWTON AVE

ADDRESS 2:

ADDRESS 3:

CITY: ERIE

STATE: PA

ZIP 1: 16511

ZIP 2: 2725

LEGAL 1: 1051 NEWTON AVE 29.35 X 117

LEGAL 2:

LEGAL 3:



Calculator

Bedrooms: 4
 Bathrooms: 1.5
 Total Rooms: 7
 Square Footage: 1134
 Year Built: 1916

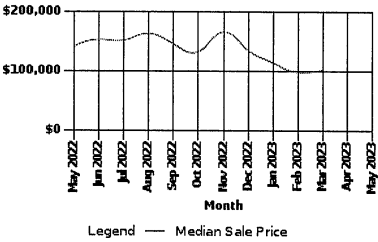
 Estimated Value Change: \$0

Based on \$40 per sqf
 Estimated Improvement Cost: \$0
 Based on \$200 per sqf

Net Value Created: \$0

Market Trends

Median Sales Price For 16511
 From 05/2022 To 05/2023



ADDRESS	PRICE	BATHROOM	LIVING SQ.FT.	PROPERTY TYPE	YEAR	DATESOLD	TOTALSQUAREFEET
MY PROPERTY							
1051 NEWTON AVE	\$71,500	4 / 1.5	1,134	TOWNHOUSE/ROWHOUSE	1916	Jul-2014	1,134

* Sales prices are unavailable in non-disclosure states.

DISCLAIMER: THE DATA AND VALUATIONS ARE PROVIDED AS IS WITHOUT WARRANTY OR GUARANTEE OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDINGWITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXISTENCE OF THE SUBJECT PROPERTY ANDTHE ACCURACY OF THE VALUATIONS ARE ESTIMATED BASED ON AVAILABLE DATA AND DO NOT CONSTITUTE AN APPRAISAL OF THE SUBJECT PROPERTY AND SHOULDNOT BE RELIED UPON IN LIEU OF UNDERWRITING OR AN APPRAISAL.



Kelley Blue Book
THE TRUSTED RESOURCE

2015 Chevrolet Colorado Crew Cab Pricing Report

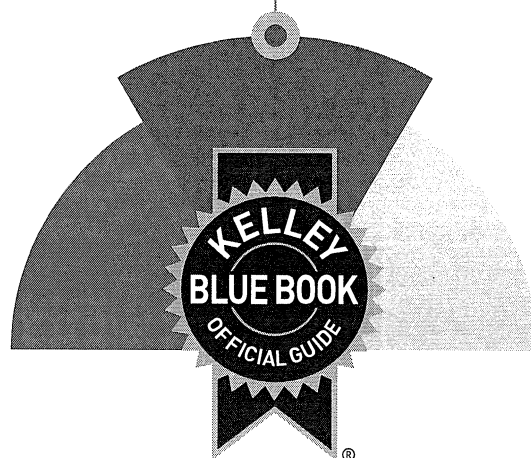
Style: Z71 Pickup 4D 5 ft

Mileage: 58,114

KBB.com Consumer Rating: 4.3/5

Trade in to a Dealer

Trade-in Range
\$24,321 - \$27,804
Trade-in Value
\$26,063



Valid for ZIP code 16511 through 05/17/2023

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color	Engine	Transmission	Drivetrain
✓ Black	V6, VVT, 3.6 Liter	Automatic, 6-Spd	4WD
Braking and Traction	Comfort and Convenience	Steering	Safety and Security
Hill Start Assist Control	Power Windows	Power Steering	Backup Camera
Traction Control	Keyless Entry	Tilt & Telescoping Wheel	Dual Air Bags
StabiliTrak	Keyless Start		Side Air Bags
ABS (4-Wheel)	Air Conditioning		F&R Head Curtain Air Bags
Hill Descent Control	Power Door Locks		
	Sliding Rear Window		
Lighting	Entertainment and Instrumentation	Seats	Wheels and Tires
Daytime Running Lights	AM/FM Stereo	Heated Seats	Premium Wheels
	SiriusXM Satellite	Dual Power Seats	
	Bluetooth Wireless		
	OnStar		
Exterior			
Fog Lights			

2014 014706

Recordation Requested by:
Howard Hanna Mortgage Services
119 Gamma Dr
Pittsburgh, PA 15238

When Recorded Mail to:
Howard Hanna Mortgage Services
119 Gamma Dr
Pittsburgh, PA 15238

Send Tax Notices to:
1051 NEWTON AVE
ERIE, PA 16511

[Space Above This Line For Recording Data]

PARCEL TAX ID#:
State of Pennsylvania LOAN# 201483738
MIN 1000291-0201483738-8

MORTGAGE

FHA Case Number

4423988005703

THIS MORTGAGE ("Security Instrument") is given on July 11th, 2014
DONALD K CHRISPEN II, A SINGLE PERSON

L. P. Twp

The Mortgagor is

whose address is 631 WEST 5TH STREET, ERIE, PA 16507

"Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"). MERS is a separate corporation acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of 1901 E. Voorhees Street, Suite C, Danville, IL 61834 or P.O. BOX 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Howard Hanna Mortgage Services, a Pennsylvania Corporation

which is organized and existing under the laws of THE COMMONWEALTH OF PENNSYLVANIA, and whose address is 119 Gamma Dr, Pittsburgh, PA 15238

("Lender"). Borrower owes Lender the principal sum of
SEVENTY THOUSAND TWO HUNDRED FOUR AND NO/100

Dollars (U.S. \$ 70,204.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

August 1st, 2044

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.

6250
Barrington

For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in **ERIE** County, Pennsylvania:
SEE ATTACHED LEGAL DESCRIPTION

which has the address of **1051 NEWTON AVE , ERIE**
Pennsylvania **16511** ("Property Address");

[Street, City],

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum of (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds".

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. section 2601 et seq. and implementing regulations, 12 CFR Part 1024, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

Exhibit A

ALL THAT CERTAIN piece or parcel of land situate in Lawrence Park Realty Company Plot of portions of Tracts No. 246 and 247 in Lawrence Park Township, County of Erie and Commonwealth of Pennsylvania, as recorded in Erie County Map Book 3, pages 39, 40 and 41, and being a part of Lot Number Five (5) in Block No. 173 and more particularly described as follows, to-wit: Beginning at the point of intersection of the easterly line of Newton Avenue with the northerly line of said Lot No. 5 in said Block No. 173; thence eastwardly along said northerly line of said Lot No. 5, one hundred seventeen (117) feet to a point in the easterly line of said Lot No. 5; thence southwardly along said easterly line of said Lot No. 5, twenty-nine and thirty-five one-hundredths (29.35) feet to a point; thence westwardly, parallel to said northerly line of said Lot No. 5, one hundred seventeen (117) feet to the easterly line of Newton Avenue; and thence northwardly along said eastwardly line of Newton Avenue twenty-nine and thirty-five one hundredths (29.35) feet to the point of beginning.

The division line between the property hereby conveyed and the property located immediately south thereof passes through the center of the wall between the apartment located on the property hereby conveyed, known as 1051 Newton Avenue, and the apartment located on the lot immediately south thereof, known as 1053 Newton Avenue, which wall is to be considered as a party wall; and said grantees, their heirs and assigns shall have no right to remove or interfere with said wall, except by and with the consent of the adjoining party wall property owner or owners.

Said premises are more commonly known as 1051 Newton Avenue, Erie, Pennsylvania 16511 and are further identified by Erie County Tax Index Number (29) 18-55-56.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially

change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to the Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within **30 DAY** from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **30 DAY** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this

Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence to the extent permitted by applicable law.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

20. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

21. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

22. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

23. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- | | |
|---|---|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development |
| <input checked="" type="checkbox"/> Other(s) [specify] LEGAL | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Donald K. Chrispen II

Donald K. Chrispen II (Seal)
DONALD K CHRISPEN II -Borrower

____ (Seal)
____ -Borrower

____ (Seal) -Borrower
____ (Seal) -Borrower

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee,
herein is as follows:

Howard Hanna Mortgage Services

Donald K. Chrispen II

Attorney or Agent for Mortgagee

119 Gamma Dr, Pittsburgh, PA 15238

INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)

COUNTY OF Erie) SS)

On this, the 11th day of July, 2014, before me
the undersigned Notary Public, personally appeared
DONALD K CHRISPEN II, A SINGLE PERSON

known to me or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument,
and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY EXPIRATION DATE:

NMLSR ID: 101561

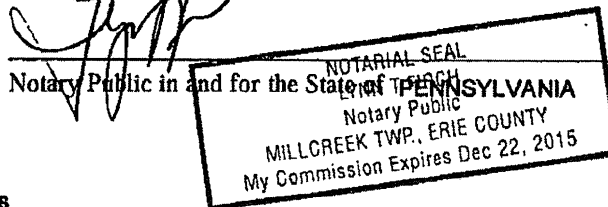
NMLSR (L.O.) ID: 135760 (KRISTY DINGER)

Loan Originator: Howard Hanna Mortgage Services

Add'l Loan Originator: Howard Hanna Mortgage Services/101561

GCC - 1590-8PA (03/13)

Page 8 of 8





RECORDER OF DEEDS DIVISION

ERIE COUNTY COURTHOUSE 140 W. 6TH STREET, ERIE, PA 16501

Mailing Address: P.O. Box 1849, Erie, Pennsylvania 16512

PHONE: (814) 451-6246 FAX: (814) 451-6213

EMAIL: recorder@eriecountygov.org

2014-014706

PATRICK L. FETZNER
CLERK OF RECORDS

Instrument Number: 2014-014706

Instrument Type: MORTGAGE

Record Date: 7/21/2014

Record Time: 09:25:18

Receipt No.: 1078909

Receipt Distribution

Fee/Tax Description	Payment Amount
---------------------	----------------

MORTGAGE	23.00
MORTGAGE-WRIT	.50
LOW INCOME HOUSING	10.50
J.C.S. / A.T.J	23.50
CO REC MGT ACCT	2.00
ROD REC MGT ACCT	3.00

Check# 747 \$62.50

Total Received..... \$62.50

Recording Page Count: 10

Paid By Remarks: BARRISTERS/CHRISPEN
JLH

I HEREBY CERTIFY THAT THIS DOCUMENT
IS RECORDED IN THE RECORDER OF DEEDS
OFFICE OF ERIE COUNTY, PENNSYLVANIA

PATRICK L. FETZNER
ERIE COUNTY CLERK OF RECORDS

Certification Page
DO NOT DETACH

This page is now part of this legal document.

NOTE: Some information subject to change during the verification process and may not be reflected on this page.

PREPARED BY: WELLS FARGO BANK, N.A.

When Recorded Return To:
ASSIGNMENT TEAM
WELLS FARGO BANK, N.A.
MAC: N9289-016
PO BOX 1629
EAGAN, MN 55121-4400

CORPORATE ASSIGNMENT OF MORTGAGE

Erie, Pennsylvania
"CHRISPEN"

MIN #: 100029102014837388 SIS #: 1-888-679-6377

Date of Assignment: October 15th, 2015

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR
HOWARD HANNA MORTGAGE SERVICES, ITS SUCCESSORS AND ASSIGNS
Assignee: WELLS FARGO BANK, NA

I hereby certify the precise address of the within named Assignor is P.O. BOX 2026, FLINT, MI
48501-2026.

I hereby certify the precise address of the within named Assignee is 1 HOME CAMPUS, DES MOINES,
IA 50328.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC has a physical address at 1901 E
Voorhees Street, Suite C, Danville, IL 61834 and a mailing address at P.O. BOX 2026, FLINT, MI
48501-2026

Executed By: DONALD K CHRISPEN II, A SINGLE PERSON To: MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HOWARD HANNA MORTGAGE SERVICES,
ITS SUCCESSORS AND ASSIGNS

Date of Mortgage: 07/11/2014 Recorded: 07/21/2014 as Instrument/Document: 2014-014706 In the
County of Erie, State of Pennsylvania.

Property Address: 1051 NEWTON AVE, ERIE, PA 16511 in the Township of LAWRENCE PARK
I do certify that the precise address of WELLS FARGO BANK, NA is 1 HOME CAMPUS, DES MOINES,
IA 50328

Attested By: 

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, the said assignor hereby assigns unto the above-named
assignee, the said Mortgage/Deed of Trust/Security Deed (Security Instrument) having an original
principal sum of \$70,204.00 with interest, secured thereby, and the full benefit of all the powers and of all

*PG2*PG2WFEM*10/15/2015 02:50:18 PM* WFEM01WFEMA000000000000001373245* PAERIE*
PAERIE_MORT_ASSIGN_ASSN **BT4WFEM*

2015024106

546

CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

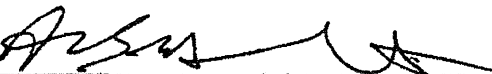
the covenants and provisos therein contained, and the said assignor hereby grants and conveys unto the said assignee, the assignor's interest under the Security Instrument.

TO HAVE AND TO HOLD the said Security Instrument, and the said property unto the said assignee forever, subject to the terms contained in said Security Instrument.

IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HOWARD HANNA MORTGAGE SERVICES, ITS SUCCESSORS AND ASSIGNS

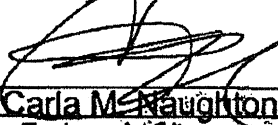
On 10/24/15

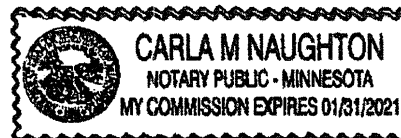
By: 
Andrew M. Applequist
Assistant Secretary

STATE OF Minnesota
COUNTY OF Dakota

On 10-24-15, before me, Carla M. Naughton, a Notary Public in the State of Minnesota, personally appeared Andrew M. Applequist, Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HOWARD HANNA MORTGAGE SERVICES, ITS SUCCESSORS AND ASSIGNS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Carla M. Naughton
Notary Expires: 1/31/21



(This area for notarial seal)



RECORDER OF DEEDS DIVISION

ERIE COUNTY COURTHOUSE
140 W. 6TH STREET, ROOM 121, ERIE, PA 16501
PHONE: (814) 451-6246 FAX: (814) 451-6213
EMAIL: recorder@eriecountypa.gov

KENNETH J. GAMBLE
Erie County Clerk Of Records

2015-024106

Instrument Number: 2015-024106

Record Date: 10/29/2015

Instrument Type: ASSIGNMENT/MORTGAG

Record Time: 02:02:11

Receipt No.: 1119469

Receipt Distribution

Fee/Tax Description	Payment Amount
---------------------	----------------

ASSIGNMENT/MORTGAG	13.00
ASSIGN/MORT- WRIT	.50
J.C.S. / A.T.J	35.50
CO REC MGT ACCT	2.00
ROD REC MGT ACCT	3.00

Recording Page Count: 3

Paid By Remarks: WELLS FARGO/CHRISPEN
AP

Check# 1355 \$54.00

Total Received..... \$54.00

I HEREBY CERTIFY THAT THIS DOCUMENT
IS RECORDED IN THE RECORDER OF DEEDS
OFFICE OF ERIE COUNTY, PENNSYLVANIA

KENNETH J. GAMBLE
ERIE COUNTY CLERK OF RECORDS

Certification Page
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NOTE: Some information subject to change during the verification process and may not be reflected on this page.

PREPARED BY: WELLS FARGO BANK, N.A.

When Recorded Return To:
ASSIGNMENT TEAM
WELLS FARGO BANK, N.A.
1000 BLUE GENTIAN RD #200
MAC: N9289-018
EAGAN, MN 55121-4400



CORPORATE ASSIGNMENT OF MORTGAGE

Erie, Pennsylvania
"CHRISPEN II"

Date of Assignment: May 21st, 2019

Assignor: WELLS FARGO BANK, N.A.
Assignee: M&T BANK

I hereby certify the precise address of the within named Assignor is 1 HOME CAMPUS, DES MOINES, IA 50328.

Executed By: DONALD K CHRISPEN II, A SINGLE PERSON To: MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HOWARD HANNA MORTGAGE SERVICES,
ITS SUCCESSORS AND ASSIGNS
Date of Mortgage: 07/11/2014 Recorded: 07/21/2014 as Instrument/Document: 2014-014706 In the
County of Erie, State of Pennsylvania.

Property Address: 1051 NEWTON AVE, ERIE, PA 16511 in the Township of LAWRENCE PARK
I do certify that the precise address of M&T BANK is: 3 FOUNTAIN PLAZA, BUFFALO, NY 14203
Attested By: *Louisa Palmer*

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said assignor hereby assigns unto the above-named assignee, the said Mortgage/Deed of Trust/Security Deed (Security Instrument) having an original principal sum of \$70,204.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said assignor hereby grants and conveys unto the said assignee, the assignor's interest under the Security Instrument.

TO HAVE AND TO HOLD the said Security Instrument, and the said property unto the said assignee forever, subject to the terms contained in said Security Instrument.

IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

*YH1*YH1WFEM*05/21/2019 07:33:26 AM* WFEM02WFEMA00000000000000001839062* PAERIE*
PAERIE MORT ASSIGN ASSN **LPAWFEM*

59.25
E

CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2
WELLS FARGO BANK, N.A.
On 5/21/19

By: *Loletha Elaine Palmer*
Loletha Elaine Palmer
Vice President Loan Documentation

STATE OF Minnesota
COUNTY OF Dakota

On 5-21-19, before me, Dereje D. Badada, a Notary Public in the State
of Minnesota, personally appeared Loletha Elaine Palmer, Vice President Loan
Documentation of WELLS FARGO BANK, N.A., personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and
that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Dereje D. Badada
Dereje D. Badada
Notary Expires: 1/31/22



(This area for notarial seal)

2019-009800



KENNETH J. GAMBLE
Erie County Clerk Of Records

RECORDER OF DEEDS DIVISION

ERIE COUNTY COURTHOUSE
140 W. 6TH STREET, ROOM 121, ERIE, PA 16501
PHONE: (814) 451-6246 FAX: (814) 451-6213
EMAIL: recorder@eriecountypa.gov

Certification Page

DO NOT DETACH

This page is now part of this legal document.

Instrument Number: 2019-009800

Instrument Type: ASSIGNMENT/MORTGAG

Record Date: 5/29/2019

Record Time: 10:50:37

Receipt No.: 1224772

Receipt Distribution

Fee/Tax Description	Payment Amount
---------------------	----------------

ASSIGNMENT/MORTGAG	13.50
ASSIGN/MORT- WRIT	.50
J.C.S. / A.T.J	40.25
CO REC MGT ACCT	2.00
ROD REC MGT ACCT	3.00

Check# 2616 \$59.25

Total Received..... \$59.25

Recording Page Count: 3

Paid By Remarks: WELLS FARGO/CHRISPEN
JT

I HEREBY **CERTIFY** THAT THIS DOCUMENT
IS RECORDED IN THE RECORDER OF DEEDS
OFFICE OF ERIE COUNTY, PENNSYLVANIA

KENNETH J. GAMBLE
ERIE COUNTY CLERK OF RECORDS

NOTE: Some information subject to change during the verification process and may not be reflected on this page.

Fill in this information to identify your case:

Debtor 1	Donald Kenneth Chrispen, II		
	First Name	Middle Name	Last Name
Debtor 2	Acacia Tate Chrispen		
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	WESTERN DISTRICT OF PENNSYLVANIA		
Case number (if known)	23-10255-GLT		

☐ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/22

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- ☐ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- ☒ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
1051 Newton Avenue Erie, PA 16511 Erie County Line from <i>Schedule A/B</i> : 1.1	\$80,000.00	<input checked="" type="checkbox"/> \$55,800.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(1)
2015 Chevrolet Colorado 58,490 miles Line from <i>Schedule A/B</i> : 3.1	\$25,000.00	<input checked="" type="checkbox"/> \$4,500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(2)
2000 Toyota Camry 200,000 miles Line from <i>Schedule A/B</i> : 3.3	\$1,000.00	<input checked="" type="checkbox"/> \$1,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(2)
Misc. household goods and furnishings Line from <i>Schedule A/B</i> : 6.1	\$2,800.00	<input checked="" type="checkbox"/> \$2,800.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(3)
Usual and customary electronics Line from <i>Schedule A/B</i> : 7.1	\$400.00	<input checked="" type="checkbox"/> \$400.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(3)

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT**

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own Copy the value from Schedule A/B	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
Clothing of Debtors Line from Schedule A/B: 11.1	\$300.00	<input checked="" type="checkbox"/> \$300.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(3)
Misc. Jewelry Line from Schedule A/B: 12.1	\$250.00	<input checked="" type="checkbox"/> \$3,750.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(4)
Cash Line from Schedule A/B: 16.1	\$38.00	<input checked="" type="checkbox"/> \$38.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(5)
Checking - Wife: Widget Financial Line from Schedule A/B: 17.1	\$106.00	<input checked="" type="checkbox"/> \$106.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(5)
Savings - Husband: Widget Financial Line from Schedule A/B: 17.2	\$100.00	<input checked="" type="checkbox"/> \$100.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(5)
Checking - Husband: Widget Financial Line from Schedule A/B: 17.3	\$248.00	<input checked="" type="checkbox"/> \$248.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(5)
401k Husband: Coca Cola Pension Line from Schedule A/B: 21.1	\$1,000.00	<input checked="" type="checkbox"/> \$1,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(10)(E)
401k Husband: Coca Cola Pension Line from Schedule A/B: 21.1	\$1,000.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(12)
401k Husband: Coca Cola Pension Line from Schedule A/B: 21.1	\$1,000.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	29 U.S.C. § 1056(d)
401(k) Wife: St. Vincent w /\$5,428.54 lien in two separate loans as of 05/22/2023. Loan A's payment is \$43.22 per pay and Loan B's payment is \$71.33 per pay. These amounts are being deducted from Debtor's wages. Loan A scheduled to be paid in full by O Line from Schedule A/B: 21.2	\$13,286.50	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(10)(E)

Debtor 1 **Donald Kenneth Chrispen, II**
 Debtor 2 **Acacia Tate Chrispen**

Case number (if known) **23-10255-GLT**

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own Copy the value from Schedule A/B	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
401(k) Wife: St. Vincent w /\$5,428.54 lien in two separate loans as of 05/22/2023. Loan A's payment is \$43.22 per pay and Loan B's payment is \$71.33 per pay. These amounts are being deducted from Debtor's wages. Loan A scheduled to be paid in full by O Line from Schedule A/B: 21.2	\$13,286.50	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(12)
401(k) Wife: St. Vincent w /\$5,428.54 lien in two separate loans as of 05/22/2023. Loan A's payment is \$43.22 per pay and Loan B's payment is \$71.33 per pay. These amounts are being deducted from Debtor's wages. Loan A scheduled to be paid in full by O Line from Schedule A/B: 21.2	\$13,286.50	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	29 U.S.C. § 1056(d)
Child Support: Carlos Smith pays Debtor wife \$200 per month Line from Schedule A/B: 29.1	\$1.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(10)(D)
Husband's Term policy through employment at Coca Cola in the face value of \$100,000; No cash surrender. Beneficiary: Wife Line from Schedule A/B: 31.1	\$1.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(7)
Husband's Term policy through employment at Coca Cola in the face value of \$100,000; No cash surrender. Beneficiary: Wife Line from Schedule A/B: 31.1	\$1.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(11)(C)
Wife's Term policy through employment at St. Vincent in the face value of \$43,000; No cash surrender. Beneficiary: Husband and children Line from Schedule A/B: 31.2	\$1.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(7)
Wife's Term policy through employment at St. Vincent in the face value of \$43,000; No cash surrender. Beneficiary: Husband and children Line from Schedule A/B: 31.2	\$1.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(11)(C)
Husband's Term policy through State Farm in the face value of \$25,000; No cash surrender. Beneficiary: Wife Line from Schedule A/B: 31.3	\$1.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(7)

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**

Case number (if known) **23-10255-GLT**

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
Husband's Term policy through State Farm in the face value of \$25,000; No cash surrender. Beneficiary: Wife Line from Schedule A/B: 31.3	\$1.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(11)(C)

3. **Are you claiming a homestead exemption of more than \$189,050?**

(Subject to adjustment on 4/01/25 and every 3 years after that for cases filed on or after the date of adjustment.)

- ☒ No
- ☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
- ☐ No
- ☐ Yes

Fill in this information to identify your case:

Debtor 1	Donald Kenneth Chrispen, II		
	First Name	Middle Name	Last Name
Debtor 2	Acacia Tate Chrispen		
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: WESTERN DISTRICT OF PENNSYLVANIA			
Case number	23-10255-GLT		
(if known)			

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

	Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
2.1 Erie County Tax Claim Bureau Creditor's Name Erie County Courthouse 140 West Sixth Street Room 110 Erie, PA 16501 Number, Street, City, State & Zip Code	Describe the property that secures the claim: 1051 Newton Avenue Erie, PA 16511 Erie County As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input type="checkbox"/> Other (including a right to offset) _____	\$1.00	\$80,000.00
Who owes the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt			\$0.00
Date debt was incurred _____	Last 4 digits of account number _____		

Debtor 1 **Donald Kenneth Chrispen, II** Case number (if known) **23-10255-GLT**

First Name Middle Name Last Name

Debtor 2 **Acacia Tate Chrispen**

First Name Middle Name Last Name

2.2 **Erie Water Works** Describe the property that secures the claim: **\$1.00** **\$80,000.00** **\$0.00**

Creditor's Name

**Collection Dept.
340 West Bayfront
Parkway
Erie, PA 16512-6179**

Number, Street, City, State & Zip Code

**1051 Newton Avenue Erie, PA 16511
Erie County**

As of the date you file, the claim is: Check all that apply.

☐ Contingent

☐ Unliquidated

☐ Disputed

Nature of lien. Check all that apply.

☐ An agreement you made (such as mortgage or secured car loan)

☒ Statutory lien (such as tax lien, mechanic's lien)

☐ Judgment lien from a lawsuit

☒ Other (including a right to offset) **Water & Sewer Lien**

Who owes the debt? Check one.

☐ Debtor 1 only

☐ Debtor 2 only

☒ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☐ Check if this claim relates to a community debt

Date debt was incurred

Last 4 digits of account number

2.3 **First National Bank of Pennsylvania**

Creditor's Name

**4140 East State Street
Hermitage, PA 16148**

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

2015 Chevrolet Colorado 58,490 miles

As of the date you file, the claim is: Check all that apply.

☐ Contingent

☐ Unliquidated

☐ Disputed

Nature of lien. Check all that apply.

☒ An agreement you made (such as mortgage or secured car loan)

☐ Statutory lien (such as tax lien, mechanic's lien)

☐ Judgment lien from a lawsuit

☒ Other (including a right to offset) **Purchase Money Security**

Who owes the debt? Check one.

☐ Debtor 1 only

☐ Debtor 2 only

☒ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☐ Check if this claim relates to a community debt

Date debt was incurred **2020**

Last 4 digits of account number

Debtor 1 **Donald Kenneth Chrispen, II**Case number (if known) **23-10255-GLT**

First Name Middle Name Last Name

Debtor 2 **Acacia Tate Chrispen**

First Name Middle Name Last Name

2.4 GM Financial

Creditor's Name

**ATTN: Bankruptcy
801 Cherry Street
Suite #3600
Fort Worth, TX 76102**

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

\$3,431.04**\$1.00****\$3,431.04****2020 Chevrolet Equinox 28,526 miles****No equity as this is a Lease w/GM Financial**

As of the date you file, the claim is: Check all that apply.

☐ Contingent☐ Unliquidated☐ Disputed

Nature of lien. Check all that apply.

☒ An agreement you made (such as mortgage or secured car loan)☐ Statutory lien (such as tax lien, mechanic's lien)☐ Judgment lien from a lawsuit☒ Other (including a right to offset) **Lease**

Who owes the debt? Check one.

☐ Debtor 1 only☐ Debtor 2 only☒ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim relates to a community debtDate debt was incurred **2020**

Last 4 digits of account number

2.5 M&T Bank

Creditor's Name

**ATTN: Bankruptcy
1 M&T Plaza, 4th Floor
Buffalo, NY 14203**

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

\$56,483.56**\$80,000.00****\$0.00****1051 Newton Avenue Erie, PA 16511 Erie County**

As of the date you file, the claim is: Check all that apply.

☐ Contingent☐ Unliquidated☐ Disputed

Nature of lien. Check all that apply.

☒ An agreement you made (such as mortgage or secured car loan)☐ Statutory lien (such as tax lien, mechanic's lien)☐ Judgment lien from a lawsuit☒ Other (including a right to offset) **First Mortgage**

Who owes the debt? Check one.

☐ Debtor 1 only☐ Debtor 2 only☒ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim relates to a community debtDate debt was incurred **2014**

Last 4 digits of account number

Add the dollar value of your entries in Column A on this page. Write that number here:

\$86,097.60

If this is the last page of your form, add the dollar value totals from all pages.

Write that number here:

\$86,097.60**Part 2: List Others to Be Notified for a Debt That You Already Listed**

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

[] Name, Number, Street, City, State & Zip Code
Donna M. Donaher, Esquire
1 PPG Place
#1500
Pittsburgh, PA 15222

On which line in Part 1 did you enter the creditor? **2.3**

Last 4 digits of account number

Debtor 1 **Donald Kenneth Chrispen, II**Case number (if known) **23-10255-GLT**

First Name Middle Name Last Name

Debtor 2 **Acacia Tate Chrispen**

First Name Middle Name Last Name

[] Name, Number, Street, City, State & Zip Code
Donna M. Donaher, Esquire
c/o First National Bank Legal Dept.
100 Federal Street, 4th Floor
Pittsburgh, PA 15212

On which line in Part 1 did you enter the creditor? **2.3**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
Erie Water Works
ATTN: Bankruptcy
340 West Bayfront Parkway
Erie, PA 16512-6179

On which line in Part 1 did you enter the creditor? **2.2**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
FNB
ATTN: Legal Dept.
3015 Glimcher Blvd.
Hermitage, PA 16148

On which line in Part 1 did you enter the creditor? **2.3**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
GM Financial
ATTN: Bankruptcy
PO Box 181145
Arlington, TX 76096

On which line in Part 1 did you enter the creditor? **2.4**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
GM Financial dba ACAR Leasing Ltd.
ATTN: Bankruptcy
PO Box 183853
Arlington, TX 76096

On which line in Part 1 did you enter the creditor? **2.4**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
Howard Hanna Mtg Services
ATTN: Bankruptcy
119 Gamma Drive
Pittsburgh, PA 15238

On which line in Part 1 did you enter the creditor? **2.5**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
M&T Bank
P.O. Box 900
Millsboro, DE 19966

On which line in Part 1 did you enter the creditor? **2.5**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
M&T Bank
ATTN: Bankruptcy
3 Fountain Plaza
Buffalo, NY 14203

On which line in Part 1 did you enter the creditor? **2.5**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
M&T Bank
P.O. Box 1288
Buffalo, NY 14240-1288

On which line in Part 1 did you enter the creditor? **2.5**

Last 4 digits of account number ____

Debtor 1 **Donald Kenneth Chrispen, II**Case number (if known) **23-10255-GLT**

First Name Middle Name Last Name

Debtor 2 **Acacia Tate Chrispen**

First Name Middle Name Last Name

[] Name, Number, Street, City, State & Zip Code
M&T Bank
P.O. Box 619063
Dallas, TX 75261-9063

On which line in Part 1 did you enter the creditor? **2.5**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
M&T Bank Lending Services
Customer Support
P.O. Box 1288
Buffalo, NY 14240-1288

On which line in Part 1 did you enter the creditor? **2.5**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
MERS
1901 Vorhees Street, Suite C
Danville, IL 61834

On which line in Part 1 did you enter the creditor? **2.5**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
Mortgage Electronic Registration
Systems, Inc.
P.O. Box 2026
Flint, MI 48501-2026

On which line in Part 1 did you enter the creditor? **2.5**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
Mortgage Eletronic Services, Inc.
P.O. Box 2026
Flint, MI 48501-2026

On which line in Part 1 did you enter the creditor? **2.5**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
Wells Fargo Bank
PO Box 1629
Saint Paul, MN 55121

On which line in Part 1 did you enter the creditor? **2.5**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
Wells Fargo Bank N.A.
ATTN: Bankrutpcy
1 Home Campus
Des Moines, IA 50328

On which line in Part 1 did you enter the creditor? **2.5**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
Wells Fargo Bank, National Association
301 S. Tryon Street
27th Floor
Charlotte, NC 28282

On which line in Part 1 did you enter the creditor? **2.5**

Last 4 digits of account number ____

[] Name, Number, Street, City, State & Zip Code
Wells Fargo Bank, National Association
ATTN: Bankruptcy
27th Floor
301 S. Tryon Street
Charlotte, NC 28282

On which line in Part 1 did you enter the creditor? **2.5**

Last 4 digits of account number ____

Fill in this information to identify your case:

Debtor 1	Donald Kenneth Chrispen, II		
	First Name	Middle Name	Last Name
Debtor 2	Acacia Tate Chrispen		
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: WESTERN DISTRICT OF PENNSYLVANIA			
Case number	23-10255-GLT		
(if known)			

☐ Check if this is an amended filing

Official Form 106E/F

Schedule E/F: Creditors Who Have Unsecured Claims**12/15**

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims**1. Do any creditors have priority unsecured claims against you?**

- ☒ No. Go to Part 2.
- ☐ Yes.

Part 2: List All of Your NONPRIORITY Unsecured Claims**3. Do any creditors have nonpriority unsecured claims against you?**

- ☐ No. You have nothing to report in this part. Submit this form to the court with your other schedules.
- ☒ Yes.

4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

4.1	Best Buy/CBNA Nonpriority Creditor's Name ATTN: Bankruptcy 50 Northwest Point Road Elk Grove Village, IL 60007 Number Street City State Zip Code Who incurred the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number _____ When was the debt incurred? 2012	Total claim \$231.00
As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify Credit Card Purchases			

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT**

4.2

Carlos Smith

Nonpriority Creditor's Name

Last 4 digits of account number

\$1.00

When was the debt incurred?

Number Street City State Zip Code

Who incurred the debt? Check one.

☐ Debtor 1 only☒ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **potential claims by former spouse - NOTICE only**

4.3

Credit Corp Solutions

Nonpriority Creditor's Name

ATTN: Bankruptcy**121 West Election Road, Suite #20
Draper, UT 84020**

Number Street City State Zip Code

Who incurred the debt? Check one.

☐ Debtor 1 only☐ Debtor 2 only☒ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

Last 4 digits of account number

\$649.00

When was the debt incurred?

2017

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Debt Buyer for Care Credit Vets**

4.4

First Premier Bank

Nonpriority Creditor's Name

P.O. Box 5524**Sioux Falls, SD 57117-5524**

Number Street City State Zip Code

Who incurred the debt? Check one.

☐ Debtor 1 only☐ Debtor 2 only☒ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

Last 4 digits of account number

\$540.00

When was the debt incurred?

2016

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Credit Card Purchases**

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT**

4.5	Kohl's/Capone Nonpriority Creditor's Name ATTN: Bankruptcy N56 Ridgewood Drive Menomonee Falls, WI 53051 Number Street City State Zip Code Who incurred the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number _____ \$895.00 When was the debt incurred? <u>2015</u> As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <u>Credit Card Purchases</u>
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4.6	Midland Funding LLC Nonpriority Creditor's Name 320 East Big Beaver Road Suite 300 Troy, MI 48083 Number Street City State Zip Code Who incurred the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number _____ \$705.00 When was the debt incurred? <u>2017</u> As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <u>Debt Buyer for Credit One Bank Account</u>
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4.7	OneMain Nonpriority Creditor's Name ATTN: Bankruptcy 100 International Drive, 15th Floor Baltimore, MD 21202 Number Street City State Zip Code Who incurred the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number _____ \$1,715.00 When was the debt incurred? <u>2021</u> As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <u>Loan</u>
-----	---	--

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT**

4.8

Pembroke Lake Apartments

Nonpriority Creditor's Name

**ATTN: Bankruptcy
700 Moraine Court
Virginia Beach, VA 23455**

Number Street City State Zip Code

Who incurred the debt? Check one.

☐ Debtor 1 only☒ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

Last 4 digits of account number

\$1.00When was the debt incurred? **2007-2008**

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts**Old judgments from Virginia Beach City
District Court under 810-GV-0704971900,
810-GV-0705608000 and
810-GV-0800277200**☒ Other. Specify**NOTICE ONLY**

4.9

Portfolio Recovery Associates LLC

Nonpriority Creditor's Name

**ATTN: Bankruptcy Dept
P.O. Box 41067
Norfolk, VA 23541**

Number Street City State Zip Code

Who incurred the debt? Check one.

☐ Debtor 1 only☐ Debtor 2 only☒ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

Last 4 digits of account number

\$446.00When was the debt incurred? **2019**

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify**Debt Buyer for Capital One Account**4.1
0**St. Vincent Health Center**

Nonpriority Creditor's Name

**ATTN: Emily McNaughton
4 Allegheny Center
Pittsburgh, PA 15212**

Number Street City State Zip Code

Who incurred the debt? Check one.

☐ Debtor 1 only☐ Debtor 2 only☒ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

Last 4 digits of account number

\$1.00When was the debt incurred? **2020-2023**

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify**Medical**

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT**4.1
1**Synchrony Bank**

Nonpriority Creditor's Name

ATTENTION: Bankruptcy Dept.
P.O. Box 965061
Orlando, FL 32896

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number

\$3,867.60When was the debt incurred? **2020-2021**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☒ Other. Specify **Credit Card Purchases**

4.1
2**Synchrony Bank**

Nonpriority Creditor's Name

ATTENTION: Bankruptcy Dept.
P.O. Box 965060
Orlando, FL 32896

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number

\$2,598.77

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☒ Other. Specify **Credit Card Purchases**

4.1
3**US Dept of Education/Advantage**

Nonpriority Creditor's Name

ATTN: Bankruptcy
1891 Metro Center Drive
Reston, VA 20190

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number

\$3,374.00When was the debt incurred? **2014**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☒ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☐ Other. Specify **Student Loan**

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT**4.1
4**US Dept of Education/Advantage**

Nonpriority Creditor's Name

**ATTN: Bankruptcy
1891 Metro Center Drive
Reston, VA 20190**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number

\$4,314.00When was the debt incurred? **2015**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☒ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☐ Other. Specify _____

Student Loan4.1
5**US Dept of Education/Advantage**

Nonpriority Creditor's Name

**ATTN: Bankruptcy
1891 Metro Center Drive
Reston, VA 20190**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number

\$3,129.00When was the debt incurred? **2014**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☒ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☐ Other. Specify _____

Student Loan4.1
6**US Dept of Education/Advantage**

Nonpriority Creditor's Name

**ATTN: Bankruptcy
1891 Metro Center Drive
Reston, VA 20190**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number

\$6,024.00When was the debt incurred? **2015**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☒ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☐ Other. Specify _____

Student Loan

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT**4.1
7**US Dept of Education/Advantage**

Nonpriority Creditor's Name

**ATTN: Bankruptcy
1891 Metro Center Drive
Reston, VA 20190**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number

\$5,217.00When was the debt incurred? **2014**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed
- Type of NONPRIORITY unsecured claim:
- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☒ Other. Specify **Student Loan**

4.1
8**US Dept. of Education**

Nonpriority Creditor's Name

**P.O. Box 7860
Madison, WI 53707-7860**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number

\$4,038.00When was the debt incurred? **2014**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed
- Type of NONPRIORITY unsecured claim:
- ☒ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☐ Other. Specify

Student Loan4.1
9**US Dept. of Education**

Nonpriority Creditor's Name

**P.O. Box 7860
Madison, WI 53707-7860**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number

\$4,554.00When was the debt incurred? **2018**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed
- Type of NONPRIORITY unsecured claim:
- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☒ Other. Specify **Student Loan**

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT**4.2
0**Vive Financial**

Last 4 digits of account number

\$1,248.00

Nonpriority Creditor's Name

ATTN: Bankruptcy
380West Dada Drive, Suite #200
Draper, UT 84020

When was the debt incurred?

2016

Number Street City State Zip Code

As of the date you file, the claim is: Check all that apply

Who incurred the debt? Check one.

☐ Debtor 1 only☐ Contingent☐ Debtor 2 only☐ Unliquidated☒ Debtor 1 and Debtor 2 only☐ Disputed☐ At least one of the debtors and another

Type of NONPRIORITY unsecured claim:

☐ Check if this claim is for a community debt☐ Student loans

Is the claim subject to offset?

☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☒ No☐ Debts to pension or profit-sharing plans, and other similar debts☐ Yes☒ Other. Specify **Credit Card Purchases****Part 3: List Others to Be Notified About a Debt That You Already Listed**

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name and Address

Care Credit/Synchrony
ATTN: Bankruptcy
PO Box 960061
Orlando, FL 32896

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.3** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address

Care Credit/Vets
ATTN: Bankruptcy
PO Box 965036
Orlando, FL 32896

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.3** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address

First Premier Bank
P.O. Box 5529
Sioux Falls, SD 57117-5529

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.4** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address

First Premier Bank
601 S. Minnesota Avenue
Sioux Falls, SD 57104

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.4** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address

First Premier Bank
3820 N. Louise Avenue
Sioux Falls, SD 57107-0145

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.4** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address

Kohl's/Capone
ATTN: Bankruptcy
PO Box 3115
Milwaukee, WI 53201

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.5** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address

Midland Credit Management Inc.

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.6** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**

Case number (if known) **23-10255-GLT**

ATTN: Bankruptcy
PO Box 2011
Warren, MI 48090

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
Midland Credit Management, Inc.
8875 Aero Drive
Suite 200
San Diego, CA 92123

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.6** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
Midland Credit Mgmt Inc
ATTN: Bankruptcy
1 International Plaza, 5th
Philadelphia, PA 19113

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.6** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
Midland Funding LLC
2365 Northside Drive
Suite 300
San Diego, CA 92108

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.6** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
Midland Funding LLC
ATTN: Bankruptcy Dept.
350 Camino De La Reina
San Diego, CA 92108

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.6** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
MOHELA/Dept of Education
ATTN: Bankruptcy
633 Spirit Drive
Chesterfield, MO 63005

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.18** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
MOHELA/Dept of Education
ATTN: Bankruptcy
633 Spirit Drive
Chesterfield, MO 63005

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.19** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
OneMain
P.O. Box 1010
Evansville, IN 47706

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.7** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
OneMain
P.O. Box 742536
Cincinnati, OH 45274

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.7** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
OneMain fka Citifinancial
P.O. Box 1010
Evansville, IN 47706

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.7** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
Portfolio Recovery Associates, Inc.
Riverside Commerce Center

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.9** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

Debtor 1 **Donald Kenneth Chrispen, II**
 Debtor 2 **Acacia Tate Chrispen**

Case number (if known) **23-10255-GLT**

120 Corporate Blvd.
Norfolk, VA 23502-4962

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
Portfolio Recovery Associates, Inc.
ATTN: Bankruptcy
150 Corporate Blvd.
Norfolk, VA 23502-4962

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.9** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
Portfolio Recovery Associates, Inc.
ATTN: Bankruptcy Dept
120 Corporate Blvd.
Norfolk, VA 23502-4962

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.9** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
PRA Receivables Management, LLC
ATTN: Bankruptcy
130 Corporate Boulevard
Norfolk, VA 23502

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.9** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
St. Vincent Hospital
ATTN: Bankruptcy Dept.
232 West 25th Street
Erie, PA 16544

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.10** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
US Dept of Education/Advantage
ATTN: Bankruptcy
1891 Metro Center Drive
Reston, VA 20190

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.18** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

		Total Claim	
Total claims from Part 1	6a. Domestic support obligations	6a.	\$ <u>0.00</u>
	6b. Taxes and certain other debts you owe the government	6b.	\$ <u>0.00</u>
	6c. Claims for death or personal injury while you were intoxicated	6c.	\$ <u>0.00</u>
	6d. Other. Add all other priority unsecured claims. Write that amount here.	6d.	\$ <u>0.00</u>
	6e. Total Priority. Add lines 6a through 6d.	6e.	\$ <u>0.00</u>
Total claims from Part 2	6f. Student loans	6f.	\$ <u>24,879.00</u>
	6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g.	\$ <u>0.00</u>
	6h. Debts to pension or profit-sharing plans, and other similar debts	6h.	\$ <u>0.00</u>
	6i. Other. Add all other nonpriority unsecured claims. Write that amount here.	6i.	\$ <u>22,669.37</u>
	6j. Total Nonpriority. Add lines 6f through 6i.	6j.	\$ <u>47,548.37</u>

Fill in this information to identify your case:

Debtor 1	Donald Kenneth Chrispen, II		
	First Name	Middle Name	Last Name
Debtor 2	Acacia Tate Chrispen		
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	WESTERN DISTRICT OF PENNSYLVANIA		
Case number	23-10255-GLT		
(if known)			

☐ Check if this is an amended filing

Official Form 106G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

1. **Do you have any executory contracts or unexpired leases?**

☐ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.

☒ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).

2. **List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone).** See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease Name, Number, Street, City, State and ZIP Code	State what the contract or lease is for
2.1 GM Financial ATTN: Bankruptcy 801 Cherry Street Suite #3600 Fort Worth, TX 76102	Debtors lease for a 2020 Chevrolet Equinox and pay \$384 per month. Debtors state that lease started October 2020 and finishes January 2024.

Fill in this information to identify your case:

Debtor 1	Donald Kenneth Chrispen, II		
	First Name	Middle Name	Last Name
Debtor 2	Acacia Tate Chrispen		
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	WESTERN DISTRICT OF PENNSYLVANIA		
Case number	23-10255-GLT		
(if known)			

☐ Check if this is an amended filing

Official Form 106H

Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.)

- ☒ No
☐ Yes

2. Within the last 8 years, have you lived in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

- ☒ No. Go to line 3.
☐ Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

Column 1: Your codebtor

Name, Number, Street, City, State and ZIP Code

Column 2: The creditor to whom you owe the debt

Check all schedules that apply:

3.1

Name

Number	Street	State	ZIP Code
City			

- ☐ Schedule D, line _____
☐ Schedule E/F, line _____
☐ Schedule G, line _____

3.2

Name

Number	Street	State	ZIP Code
City			

- ☐ Schedule D, line _____
☐ Schedule E/F, line _____
☐ Schedule G, line _____

Fill in this information to identify your case:

Debtor 1 Donald Kenneth Chrispen, II

Debtor 2 Acacia Tate Chrispen
(Spouse, if filing)

United States Bankruptcy Court for the: WESTERN DISTRICT OF PENNSYLVANIA

Case number 23-10255-GLT
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

- ☒ Employed
- ☐ Not employed

Occupation

Warehouse Labor

Employer's name

Abarta Coca-Cola Beverages LLC

Employer's address

200 Alpha Drive
Pittsburgh, PA 15238

Debtor 2 or non-filing spouse

- ☒ Employed
- ☐ Not employed

AdministrativeSt. Vincent Hospital1910 Sassafra Street
Erie, PA 16502

How long employed there?

3 years6 years

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.

2. \$ 3,864.14 \$ 3,735.85

3. Estimate and list monthly overtime pay.

3. +\$ 0.00 +\$ 0.00

4. Calculate gross income. Add line 2 + line 3.

4. \$ 3,864.14 \$ 3,735.85

Debtor 1 **Donald Kenneth Chrispen, II**
 Debtor 2 **Acacia Tate Chrispen**

Case number (if known) **23-10255-GLT**

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4. \$ 3,864.14	\$ 3,735.85
5. List all payroll deductions:		
5a. Tax, Medicare, and Social Security deductions	5a. \$ 760.41	\$ 732.42
5b. Mandatory contributions for retirement plans	5b. \$ 0.00	\$ 0.00
5c. Voluntary contributions for retirement plans	5c. \$ 154.57	\$ 186.81
5d. Required repayments of retirement fund loans	5d. \$ 0.00	\$ 247.98
5e. Insurance	5e. \$ 0.00	\$ 358.69
5f. Domestic support obligations	5f. \$ 0.00	\$ 0.00
5g. Union dues	5g. \$ 0.00	\$ 0.00
5h. Other deductions. Specify: <u>Parking</u>	5h.+ \$ 0.00	\$ 21.67
<u>Accident</u>	\$ 0.00	\$ 24.38
<u>Life - Child</u>	\$ 0.00	\$ 2.80
<u>Life - Spouse</u>	\$ 0.00	\$ 2.64
<u>Life</u>	\$ 28.17	\$ 0.00
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ 943.15	\$ 1,577.39
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ 2,920.99	\$ 2,158.46
8. List all other income regularly received:		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ 0.00	\$ 0.00
8b. Interest and dividends	8b. \$ 0.00	\$ 0.00
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ 0.00	\$ 200.00
8d. Unemployment compensation	8d. \$ 0.00	\$ 0.00
8e. Social Security	8e. \$ 0.00	\$ 0.00
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f. \$ 0.00	\$ 0.00
8g. Pension or retirement income	8g. \$ 0.00	\$ 0.00
8h. Other monthly income. Specify:	8h.+ \$ 0.00	\$ 0.00
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ 0.00	\$ 200.00
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ 2,920.99	\$ 2,358.46
11. State all other regular contributions to the expenses that you list in <i>Schedule J</i> . Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in <i>Schedule J</i> . Specify:	11. +\$ 0.00	
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12. \$ 5,279.45	
Combined monthly income		
13. Do you expect an increase or decrease within the year after you file this form? <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain: _____		

Fill in this information to identify your case:

Debtor 1 **Donald Kenneth Chrispen, II**

Debtor 2 **Acacia Tate Chrispen**
(Spouse, if filing)

United States Bankruptcy Court for the: WESTERN DISTRICT OF PENNSYLVANIA

Case number **23-10255-GLT**
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

☐ No. Go to line 2.☒ Yes. Does Debtor 2 live in a separate household?☒ No☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes. Fill out this information for each dependent.....

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Daughter14☐ No☒ YesSon16☐ No☒ YesSon19☐ No☒ YesSon's Girlfriend19☐ No☒ Yes3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 651.15

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 65.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Donald Kenneth Chrispen, II**
 Debtor 2 **Acacia Tate Chrispen**

Case number (if known) **23-10255-GLT**

6. Utilities:	
6a. Electricity, heat, natural gas	6a. \$ <u>400.00</u>
6b. Water, sewer, garbage collection	6b. \$ <u>125.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ <u>600.00</u>
6d. Other. Specify: _____	6d. \$ <u>0.00</u>
7. Food and housekeeping supplies	7. \$ <u>1,200.00</u>
8. Childcare and children's education costs	8. \$ <u>0.00</u>
9. Clothing, laundry, and dry cleaning	9. \$ <u>65.00</u>
10. Personal care products and services	10. \$ <u>75.00</u>
11. Medical and dental expenses	11. \$ <u>65.00</u>
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ <u>320.00</u>
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$ <u>45.00</u>
14. Charitable contributions and religious donations	14. \$ <u>20.00</u>
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.	
15a. Life insurance	15a. \$ <u>104.57</u>
15b. Health insurance	15b. \$ <u>0.00</u>
15c. Vehicle insurance	15c. \$ <u>396.29</u>
15d. Other insurance. Specify: _____	15d. \$ <u>0.00</u>
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$ <u>0.00</u>
17. Installment or lease payments:	
17a. Car payments for Vehicle 1	17a. \$ <u>556.00</u>
17b. Car payments for Vehicle 2	17b. \$ <u>384.00</u>
17c. Other. Specify: _____	17c. \$ <u>0.00</u>
17d. Other. Specify: _____	17d. \$ <u>0.00</u>
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18. \$ <u>0.00</u>
19. Other payments you make to support others who do not live with you. Specify: _____	\$ <u>0.00</u>
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.	
20a. Mortgages on other property	20a. \$ <u>0.00</u>
20b. Real estate taxes	20b. \$ <u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$ <u>0.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$ <u>0.00</u>
20e. Homeowner's association or condominium dues	20e. \$ <u>0.00</u>
21. Other: Specify: <u>The Clubhouse/Fitness</u>	21. +\$ <u>40.00</u>
22. Calculate your monthly expenses	
22a. Add lines 4 through 21.	\$ <u>5,112.01</u>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$ _____
22c. Add line 22a and 22b. The result is your monthly expenses.	\$ <u>5,112.01</u>
23. Calculate your monthly net income.	
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$ <u>5,279.45</u>
23b. Copy your monthly expenses from line 22c above.	23b. -\$ <u>5,112.01</u>
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$ <u>167.44</u>
24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?	
<input checked="" type="checkbox"/> No.	
<input type="checkbox"/> Yes. Explain here: _____	

Fill in this information to identify your case:

Debtor 1 **Donald Kenneth Chrispen, II**
First Name Middle Name Last Name

Debtor 2 **Acacia Tate Chrispen**
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: WESTERN DISTRICT OF PENNSYLVANIA

Case number **23-10255-GLT**
(if known)

☐ Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Sign Below

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

☒ No

☐ Yes. Name of person _____ Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X **/s/ Donald Kenneth Chrispen, II**
Donald Kenneth Chrispen, II
Signature of Debtor 1

Date **June 1, 2023**

X **/s/ Acacia Tate Chrispen**
Acacia Tate Chrispen
Signature of Debtor 2

Date **June 1, 2023**

Fill in this information to identify your case:

Debtor 1	<u>Donald Kenneth Chrispen, II</u>		
	First Name	Middle Name	Last Name
Debtor 2	<u>Acacia Tate Chrispen</u>		
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	<u>WESTERN DISTRICT OF PENNSYLVANIA</u>		
Case number	<u>23-10255-GLT</u>		
(if known)			

☐ Check if this is an amended filing

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

04/22

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- ☒ Married
☐ Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- ☒ No
☐ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1:	Dates Debtor 1 lived there	Debtor 2 Prior Address:	Dates Debtor 2 lived there
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3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (*Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.*)

- ☒ No
☐ Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2 Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- ☐ No
☒ Yes. Fill in the details.

From January 1 of current year until the date you filed for bankruptcy:

Debtor 1		Debtor 2	
Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Sources of income Check all that apply.	Gross income (before deductions and exclusions)
<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips	\$14,631.72	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips	\$13,860.48
<input type="checkbox"/> Operating a business		<input type="checkbox"/> Operating a business	

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT**

	Debtor 1		Debtor 2	
	Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Sources of income Check all that apply.	Gross income (before deductions and exclusions)
For last calendar year: (January 1 to December 31, 2022)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$40,380.00	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$36,929.00
For the calendar year before that: (January 1 to December 31, 2021)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$38,878.00	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$31,199.00

5. Did you receive any other income during this year or the two previous calendar years?

Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security; unemployment; and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- ☐ No
☒ Yes. Fill in the details.

	Debtor 1		Debtor 2	
	Sources of income Describe below.	Gross income from each source (before deductions and exclusions)	Sources of income Describe below.	Gross income (before deductions and exclusions)
From January 1 of current year until the date you filed for bankruptcy:		\$0.00	Child Support	\$1,000.00
For last calendar year: (January 1 to December 31, 2022)		\$0.00	Child Support	\$2,400.00
For the calendar year before that: (January 1 to December 31, 2021)		\$0.00	Child Support	\$2,400.00

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy**6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?**

- ☐ No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$7,575* or more?

- ☐ No. Go to line 7.
☐ Yes List below each creditor to whom you paid a total of \$7,575* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

* Subject to adjustment on 4/01/25 and every 3 years after that for cases filed on or after the date of adjustment.

- ☒ Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

- ☒ No. Go to line 7.
☐ Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
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Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT**

7. **Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**
Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

- ☒ No
☐ Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
----------------------------	------------------	-------------------	----------------------	-------------------------

8. **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**
 Include payments on debts guaranteed or cosigned by an insider.

- ☒ No
☐ Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
----------------------------	------------------	-------------------	----------------------	--

Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**
 List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- ☐ No
☒ Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
First National Bank of Pennsylvania vs. Donald Kenneth Chrispen, II, et. al. 2023-10549	Civil Suit/Replevin	Erie County Common Pleas Court 140 West 6th Street Erie, PA 16501	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

10. **Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?**
 Check all that apply and fill in the details below.

- ☒ No. Go to line 11.
☐ Yes. Fill in the information below.

Creditor Name and Address	Describe the Property Explain what happened	Date	Value of the property
---------------------------	--	------	-----------------------

11. **Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?**

- ☒ No
☐ Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount
---------------------------	---------------------------------------	-----------------------	--------

12. **Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?**

- ☒ No
☐ Yes

Debtor 1 **Donald Kenneth Chrispen, II**
 Debtor 2 **Acacia Tate Chrispen**

Case number (if known) **23-10255-GLT****Part 5: List Certain Gifts and Contributions**

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

☒ No☐ Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person	Describe the gifts	Dates you gave the gifts	Value
Person to Whom You Gave the Gift and Address:			

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

☒ No☐ Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600	Describe what you contributed	Dates you contributed	Value
Charity's Name Address (Number, Street, City, State and ZIP Code)			

Part 6: List Certain Losses

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

☒ No☐ Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss	Date of your loss	Value of property lost
	Include the amount that insurance has paid. List pending insurance claims on line 33 of <i>Schedule A/B: Property</i> .		

Part 7: List Certain Payments or Transfers

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?

Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

☐ No☒ Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
Quinn, Buseck, Leemhuis, Toohey, & Kroto 2222 West Grandview Boulevard Erie, PA 16506 mjanjanin@quinnfirm.com	Attorney Fees of \$1,038 plus \$500 in expenses. Balance of fees to be paid in the Chapter 13 Plan	05/12/2023	\$1,538.00
KML Law Group PC Suite 5000, BNY Mellon Independence Ctr 701 Market Street Philadelphia, PA 19106		03/17/2023	\$4,598.00

Debtor 1 **Donald Kenneth Chrispen, II**
 Debtor 2 **Acacia Tate Chrispen**

Case number (if known) **23-10255-GLT**

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?
 Do not include any payment or transfer that you listed on line 16.

- ☒ No
☐ Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
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18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?
 Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- ☒ No
☐ Yes. Fill in the details.

Person Who Received Transfer Address	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Person's relationship to you			

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary? (These are often called *asset-protection devices*.)

- ☒ No
☐ Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made
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Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?
 Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- ☒ No
☐ Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
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21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- ☒ No
☐ Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
---	---	-----------------------	--------------------------

22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- ☒ No
☐ Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
--	---	-----------------------	--------------------------

Debtor 1 **Donald Kenneth Chrispen, II**
 Debtor 2 **Acacia Tate Chrispen**

Case number (if known) **23-10255-GLT**

Part 9: Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- ☐ No
☐ Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value
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Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- ☐ **Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- ☐ **Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- ☐ **Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- ☐ No
☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
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25. Have you notified any governmental unit of any release of hazardous material?

- ☐ No
☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
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26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- ☐ No
☐ Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
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Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- ☐ A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
- ☐ A member of a limited liability company (LLC) or limited liability partnership (LLP)
- ☐ A partner in a partnership
- ☐ An officer, director, or managing executive of a corporation
- ☐ An owner of at least 5% of the voting or equity securities of a corporation

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**

Case number (if known) **23-10255-GLT**

- ☒ No. None of the above applies. Go to Part 12.
- ☐ Yes. Check all that apply above and fill in the details below for each business.

Business Name
Address
(Number, Street, City, State and ZIP Code)

Describe the nature of the business
Name of accountant or bookkeeper

Employer Identification number
Do not include Social Security number or ITIN.
Dates business existed

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- ☒ No
- ☐ Yes. Fill in the details below.

Name
Address
(Number, Street, City, State and ZIP Code)

Date Issued

Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Donald Kenneth Chrispen, II
Donald Kenneth Chrispen, II
Signature of Debtor 1

/s/ Acacia Tate Chrispen
Acacia Tate Chrispen
Signature of Debtor 2

Date June 1, 2023

Date June 1, 2023

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

- ☒ No
- ☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

- ☒ No
- ☐ Yes. Name of Person _____. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Fill in this information to identify your case:

Debtor 1 Donald Kenneth Chrispen, II

Debtor 2 Acacia Tate Chrispen
(Spouse, if filing)

United States Bankruptcy Court for the: Western District of Pennsylvania

Case number 23-10255-GLT
(if known)

Check as directed in lines 17 and 21:

According to the calculations required by this Statement:

- ☒ 1. Disposable income is not determined under 11 U.S.C. § 1325(b)(3).
- ☐ 2. Disposable income is determined under 11 U.S.C. § 1325(b)(3).
- ☒ 3. The commitment period is 3 years.
- ☐ 4. The commitment period is 5 years.

☐ Check if this is an amended filing

Official Form 122C-1

Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period

10/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known).

Part 1: Calculate Your Average Monthly Income

1. What is your marital and filing status? Check one only.

☐ Not married. Fill out Column A, lines 2-11.☒ Married. Fill out both Columns A and B, lines 2-11.

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

Column A Debtor 1	Column B Debtor 2 or non-filing spouse
----------------------	--

2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ 3,569.44	\$ 3,176.15
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ 0.00	\$ 0.00
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Do not include payments from a spouse. Do not include payments you listed on line 3.	\$ 200.00	\$ 0.00
5. Net income from operating a business, profession, or farm		
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from a business, profession, or farm	\$ 0.00	\$ 0.00
6. Net income from rental and other real property		
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from rental or other real property	\$ 0.00	\$ 0.00

Debtor 1 **Donald Kenneth Chrispen, II**
 Debtor 2 **Acacia Tate Chrispen**

Case number (if known) **23-10255-GLT**

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
7. Interest, dividends, and royalties	\$ 0.00	\$ 0.00
8. Unemployment compensation	\$ 0.00	\$ 0.00
Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:		
For you	\$ 0.00	
For your spouse	\$ 0.00	
9. Pension or retirement income. Do not include any amount received that was a benefit under the Social Security Act. Also, except as stated in the next sentence, do not include any compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If you received any retired pay paid under chapter 61 of title 10, then include that pay only to the extent that it does not exceed the amount of retired pay to which you would otherwise be entitled if retired under any provision of title 10 other than chapter 61 of that title.	\$ 0.00	\$ 0.00
10. Income from all other sources not listed above. Specify the source and amount. Do not include any benefits received under the Social Security Act; payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism; or compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If necessary, list other sources on a separate page and put the total below.	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
Total amounts from separate pages, if any.	+ \$ 0.00	\$ 0.00
11. Calculate your total average monthly income. Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	\$ 3,769.44	+ \$ 3,176.15 = \$ 6,945.59
		Total average monthly income

Part 2: Determine How to Measure Your Deductions from Income

12. Copy your total average monthly income from line 11. \$ 6,945.59

13. Calculate the marital adjustment. Check one:

☐ You are not married. Fill in 0 below.

☒ You are married and your spouse is filing with you. Fill in 0 below.

☐ You are married and your spouse is not filing with you.

Fill in the amount of the income listed in line 11, Column B, that was NOT regularly paid for the household expenses of you or your dependents, such as payment of the spouse's tax liability or the spouse's support of someone other than you or your dependents. Below, specify the basis for excluding this income and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page.

If this adjustment does not apply, enter 0 below.

	\$	
	\$	
	+\$	
Total	\$ 0.00	Copy here=> - 0.00

14. Your current monthly income. Subtract line 13 from line 12. \$ 6,945.59

15. Calculate your current monthly income for the year. Follow these steps:

15a. Copy line 14 here=> \$ 6,945.59

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**Case number (if known) **23-10255-GLT**

Multiply line 15a by 12 (the number of months in a year).

x 12

15b. The result is your current monthly income for the year for this part of the form.

\$ **83,347.08****16. Calculate the median family income that applies to you.** Follow these steps:

16a. Fill in the state in which you live.

PA

16b. Fill in the number of people in your household.

5

16c. Fill in the median family income for your state and size of household.

\$ **131,983.00**

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

17. How do the lines compare?17a. ☒ Line 15b is less than or equal to line 16c. On the top of page 1 of this form, check box 1, *Disposable income is not determined under 11 U.S.C. § 1325(b)(3). Go to Part 3.* Do NOT fill out *Calculation of Your Disposable Income* (Official Form 122C-2).17b. ☐ Line 15b is more than line 16c. On the top of page 1 of this form, check box 2, *Disposable income is determined under 11 U.S.C. § 1325(b)(3). Go to Part 3 and fill out Calculation of Your Disposable Income (Official Form 122C-2).* On line 39 of that form, copy your current monthly income from line 14 above.**Part 3: Calculate Your Commitment Period Under 11 U.S.C. § 1325(b)(4)**18. Copy your total average monthly income from line 11 \$ **6,945.59**

19. Deduct the marital adjustment if it applies. If you are married, your spouse is not filing with you, and you contend that calculating the commitment period under 11 U.S.C. § 1325(b)(4) allows you to deduct part of your spouse's income, copy the amount from line 13.

19a. If the marital adjustment does not apply, fill in 0 on line 19a.

-\$ **0.00**

19b. Subtract line 19a from line 18.

\$ **6,945.59****20. Calculate your current monthly income for the year.** Follow these steps:

20a. Copy line 19b.

\$ **6,945.59**

Multiply by 12 (the number of months in a year).

x 12

20b. The result is your current monthly income for the year for this part of the form

\$ **83,347.08**

20c. Copy the median family income for your state and size of household from line 16c.

\$ **131,983.00****21. How do the lines compare?**☒ Line 20b is less than line 20c. Unless otherwise ordered by the court, on the top of page 1 of this form, check box 3, *The commitment period is 3 years.* Go to Part 4.☐ Line 20b is more than or equal to line 20c. Unless otherwise ordered by the court, on the top of page 1 of this form, check box 4, *The commitment period is 5 years.* Go to Part 4.**Part 4: Sign Below**

By signing here, under penalty of perjury I declare that the information on this statement and in any attachments is true and correct.

X /s/ Donald Kenneth Chrispen, II**Donald Kenneth Chrispen, II**

Signature of Debtor 1

Date **June 1, 2023**

MM / DD / YYYY

X /s/ Acacia Tate Chrispen**Acacia Tate Chrispen**

Signature of Debtor 2

Date **June 1, 2023**

MM / DD / YYYY

If you checked 17a, do NOT fill out or file Form 122C-2.

Debtor 1 ***Donald Kenneth Chrispen, II***
Debtor 2 ***Acacia Tate Chrispen***

Case number (if known) ***23-10255-GLT***

If you checked 17b, fill out Form 122C-2 and file it with this form. On line 39 of that form, copy your current monthly income from line 14 above.

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**

Case number (if known) **23-10255-GLT**

Current Monthly Income Details for the Debtor

Debtor Income Details:

Income for the Period **11/01/2022** to **04/30/2023**.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions

Source of Income: **Abarta Coca-Cola Beverages, LLC**

Year-to-Date Income:

Last Year:

Starting Year-to-Date Income: **\$35,088.93** from check dated **10/31/2022** .

Ending Year-to-Date Income: **\$41,873.84** from check dated **12/31/2022** .

This Year:

Current Year-to-Date Income: **\$14,631.72** from check dated **4/30/2023** .

Income for six-month period (Current+(Ending-Starting)): **\$21,416.63** .

Average Monthly Income: **\$3,569.44** .

Line 4 & 40 - Child support income (including foster care and disability)

Source of Income: **Former Spouse**

Income by Month:

6 Months Ago:	<u>11/2022</u>	<u>\$200.00</u>
5 Months Ago:	<u>12/2022</u>	<u>\$200.00</u>
4 Months Ago:	<u>01/2023</u>	<u>\$200.00</u>
3 Months Ago:	<u>02/2023</u>	<u>\$200.00</u>
2 Months Ago:	<u>03/2023</u>	<u>\$200.00</u>
Last Month:	<u>04/2023</u>	<u>\$200.00</u>
Average per month:		<u>\$200.00</u>

Debtor 1 **Donald Kenneth Chrispen, II**
Debtor 2 **Acacia Tate Chrispen**

Case number (if known) **23-10255-GLT**

Current Monthly Income Details for the Debtor's Spouse

Spouse Income Details:

Income for the Period **11/01/2022** to **04/30/2023**.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions

Source of Income: **St. Vincent**

Year-to-Date Income:

Last Year:

Starting Year-to-Date Income: **\$37,041.51** from check dated **10/31/2022** .

Ending Year-to-Date Income: **\$42,237.91** from check dated **12/31/2022** .

This Year:

Current Year-to-Date Income: **\$13,860.48** from check dated **4/30/2023** .

Income for six-month period (Current+(Ending-Starting)): **\$19,056.88** .

Average Monthly Income: **\$3,176.15** .

Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

This notice is for you if:

You are an individual filing for bankruptcy,
and

Your debts are primarily consumer debts.
Consumer debts are defined in 11 U.S.C.
§ 101(8) as "incurred by an individual
primarily for a personal, family, or
household purpose."

The types of bankruptcy that are available to individuals

Individuals who meet the qualifications may file under
one of four different chapters of Bankruptcy Code:

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan
for family farmers or
fishermen

Chapter 13 - Voluntary repayment plan
for individuals with regular
income

**You should have an attorney review your
decision to file for bankruptcy and the choice of
chapter.**

Chapter 7: Liquidation

\$245	filing fee
\$78	administrative fee
+	\$15 trustee surcharge
\$338	total fee

Chapter 7 is for individuals who have financial difficulty preventing them from paying their debts and who are willing to allow their non-exempt property to be used to pay their creditors. The primary purpose of filing under chapter 7 is to have your debts discharged. The bankruptcy discharge relieves you after bankruptcy from having to pay many of your pre-bankruptcy debts. Exceptions exist for particular debts, and liens on property may still be enforced after discharge. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

However, if the court finds that you have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge.

You should know that even if you file chapter 7 and you receive a discharge, some debts are not discharged under the law. Therefore, you may still be responsible to pay:

most taxes;

most student loans;

domestic support and property settlement obligations;

most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A-2).

If your income is above the median for your state, you must file a second form—the *Chapter 7 Means Test Calculation* (Official Form 122A-2). The calculations on the form—sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If

your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

Chapter 11: Reorganization

	\$1,167	filing fee
+	\$571	administrative fee
	\$1,738	total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly.

Read These Important Warnings

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Chapter 12: Repayment plan for family farmers or fishermen

	\$200	filing fee
+	\$78	administrative fee
	\$278	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

Chapter 13: Repayment plan for individuals with regular income

	\$235	filing fee
+	\$78	administrative fee
	\$313	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

domestic support obligations,

most student loans,

certain taxes,

debts for fraud or theft,

debts for fraud or defalcation while acting in a fiduciary capacity,

most criminal fines and restitution obligations,

certain debts that are not listed in your bankruptcy papers,

certain debts for acts that caused death or personal injury, and

certain long-term secured debts.

Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to:
<http://www.uscourts.gov/forms/bankruptcy-forms>

Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days **before** you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from:
<http://www.uscourts.gov/services-forms/bankruptcy/credit-counseling-and-debtor-education-courses>.

In Alabama and North Carolina, go to:
<http://www.uscourts.gov/services-forms/bankruptcy/credit-counseling-and-debtor-education-courses>.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.

B2030 (Form 2030) (12/15)

**United States Bankruptcy Court
Western District of Pennsylvania**

In re **Donald Kenneth Chrispen, II**
Acacia Tate Chrispen

Debtor(s)

Case No. **23-10255-GLT**
Chapter **13**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

☒ **FLAT FEE**

For legal services, I have agreed to accept	\$	<u>5,000.00</u>
Prior to the filing of this statement I have received	\$	<u>1,038.00</u>
Balance Due	\$	<u>3,962.00</u>

☐ **RETAINER**

For legal services, I have agreed to accept and received a retainer of \$

The undersigned shall bill against the retainer at an hourly rate of \$

[Or attach firm hourly rate schedule.] Debtor(s) have agreed to pay all Court approved fees and expenses exceeding the amount of the retainer.

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]

Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.

In re ***Donald Kenneth Chrispen, II***
Acacia Tate Chrispen

Debtor(s)

Case No. ***23-10255-GLT***

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)
(Continuation Sheet)

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

June 1, 2023

Date

/s/ Michael S. Jan Janin, Esquire

Michael S. Jan Janin, Esquire 38880

Signature of Attorney

Quinn, Buseck, Leemhuis, Toohey, & Kroto, Inc.

2222 West Grandview Boulevard

Erie, PA 16506

814-833-2222 Fax: 814-833-6753

mjanjanin@quinnfirm.com

Name of law firm

QUINN LAW FIRM

A Tradition of Trust

Michael S. Jan Janin
mjanjanin@quinnfirm.com

2222 W. Grandview Blvd.
Erie, PA 16506
814/833-2222 Phone
814/833-6753 Fax
www.quinnfirm.com

May 9, 2023

Donald Kenneth Chrispen, II
Acacia Tate Chrispen
1051 Newton Avenue
Erie, PA 16511
Email: acaciamsith3@gmail.com

Dear Acacia and Donald:

You have asked us, the Quinn Law Firm, to represent you in connection with a Chapter 13 bankruptcy, and we are pleased to do so.

It is our Firm's practice to confirm in writing (1) the identity of any client whom we undertake to represent, (2) the nature of our undertaking on behalf of that client and (3) our billing and payment arrangements with respect to our legal services. We do this to avoid the possibility of any future misunderstanding about these matters.

We understand that we are being engaged to act as counsel for DONALD KENNETH CHRISPEN, II and ACACIA TATE CHRISPEN and for no other entity or entities and that we are to file a voluntary Chapter 13 bankruptcy petition on your behalf in the United States Bankruptcy Court for the Western District of Pennsylvania, Erie Division.

Our flat fee for a Chapter 13 Bankruptcy is the Court's approved minimum legal fees of \$5,000 plus the court approved costs in the amount of \$500 (which includes the \$318 filing fee, search fee and other actual out-of-pocket costs) for a total of \$5,500. Upon receipt of the completed bankruptcy schedules and a retainer in the amount of \$1,538, we will file a voluntary Chapter 13 Bankruptcy Petition on your behalf in the United States Bankruptcy Court for the Western District of Pennsylvania, Erie Division. If the Chapter 13 Plan is confirmed, the balance of the legal fees will be paid by the Chapter 13 Trustee over the life of the Chapter 13 Plan. If the Chapter 13 Plan is not confirmed, you have no further liability whatsoever for the payment of legal fees.

This fee includes representing you over the five (5) year life of the Chapter 13 Plan and includes the filing fee for the preparation and filing of the bankruptcy petition, schedules, and related documents, chapter 13 plan, and motion for a wage attachment, as well as the attendance of counsel at the first meeting of creditors and confirmation hearing.

It is our Firm's policy to require that a retainer be deposited with us to be applied against services and costs incurred. Our retainer in this matter is \$1,538. Statements for professional services

May 9, 2023
Page 2

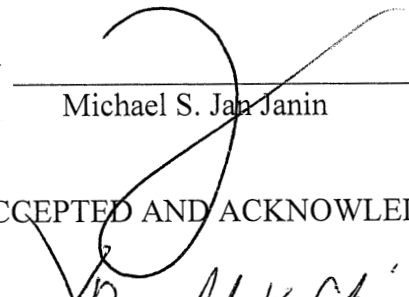
and related charges, based upon our standard billing practices as described in this letter, will be presented to you and will be payable upon presentation as described above. Your advance payment will be applied by us to any outstanding balances that may be due to us at the time our engagement is concluded or our services terminated. To the extent no amounts are then owing, we will refund such advanced payment to you.

We will seek to keep you informed as to the progress of our engagement. As appropriate, we would expect to send you copies of significant papers prepared or received by us. If you have any question(s) about our services or about the status of our engagement, please feel free to contact me at any time.

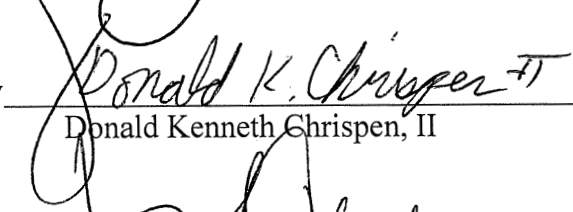
We would, at this time, like to confirm that you are in agreement with the matters set forth herein. Therefore, we would ask that you sign and date the enclosed copy of this letter in the spaces provided below and return the same to us for our files. If the foregoing is not in accordance with your understanding of our agreement in any respect, please contact me so that we may address your concerns promptly. We look forward to working for you.

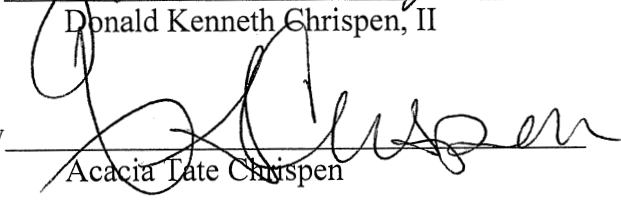
Very truly yours,

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

By 
Michael S. Jan Janin

ACCEPTED AND ACKNOWLEDGED:

By 
Donald Kenneth Chrispen, II

By 
Acacia Tate Chrispen

DATE: _____

#1608153

United States Bankruptcy Court
Western District of Pennsylvania

In re	<u>Donald Kenneth Chrispen, II</u>	Case No.	<u>23-10255-GLT</u>
	<u>Acacia Tate Chrispen</u>	Chapter	<u>13</u>
	Debtor(s)		

VERIFICATION OF CREDITOR MATRIX

The above-named Debtors hereby verify that the attached list of creditors is true and correct to the best of their knowledge.

Date:	<u>June 1, 2023</u>	<u>/s/ Donald Kenneth Chrispen, II</u>
		<u>Donald Kenneth Chrispen, II</u>
		Signature of Debtor
Date:	<u>June 1, 2023</u>	<u>/s/ Acacia Tate Chrispen</u>
		<u>Acacia Tate Chrispen</u>
		Signature of Debtor

Best Buy/CBNA
ATTN: Bankruptcy
50 Northwest Point Road
Elk Grove Village, IL 60007

Care Credit/Synchrony
ATTN: Bankruptcy
PO Box 960061
Orlando, FL 32896

Care Credit/Vets
ATTN: Bankruptcy
PO Box 965036
Orlando, FL 32896

Carlos Smith

Credit Corp Solutions
ATTN: Bankruptcy
121 West Election Road, Suite #20
Draper, UT 84020

Donna M. Donaher, Esquire
1 PPG Place
#1500
Pittsburgh, PA 15222

Donna M. Donaher, Esquire
c/o First National Bank Legal Dept.
100 Federal Street, 4th Floor
Pittsburgh, PA 15212

Erie County Tax Claim Bureau
Erie County Courthouse
140 West Sixth Street
Room 110
Erie, PA 16501

Erie Water Works
Collection Dept.
340 West Bayfront Parkway
Erie, PA 16512-6179

Erie Water Works
ATTN: Bankruptcy
340 West Bayfront Parkway
Erie, PA 16512-6179

First National Bank of Pennsylvania
4140 East State Street
Hermitage, PA 16148

First Premier Bank
P.O. Box 5524
Sioux Falls, SD 57117-5524

First Premier Bank
P.O. Box 5529
Sioux Falls, SD 57117-5529

First Premier Bank
3820 N. Louise Avenue
Sioux Falls, SD 57107-0145

First Premier Bank
601 S. Minnesota Avenue
Sioux Falls, SD 57104

FNB
ATTN: Legal Dept.
3015 Glimcher Blvd.
Hermitage, PA 16148

GM Financial
ATTN: Bankruptcy
801 Cherry Street
Suite #3600
Fort Worth, TX 76102

GM Financial
ATTN: Bankruptcy
PO Box 181145
Arlington, TX 76096

GM Financial dba ACAR Leasing Ltd.
ATTN: Bankruptcy
PO Box 183853
Arlington, TX 76096

Howard Hanna Mtg Services
ATTN: Bankruptcy
119 Gamma Drive
Pittsburgh, PA 15238

Kohl's/Capone
ATTN: Bankruptcy
N56 Ridgewood Drive
Menomonee Falls, WI 53051

Kohl's/Capone
ATTN: Bankruptcy
PO Box 3115
Milwaukee, WI 53201

M&T Bank
ATTN: Bankruptcy
1 M&T Plaza, 4th Floor
Buffalo, NY 14203

M&T Bank
P.O. Box 900
Millsboro, DE 19966

M&T Bank
P.O. Box 619063
Dallas, TX 75261-9063

M&T Bank
P.O. Box 1288
Buffalo, NY 14240-1288

M&T Bank
ATTN: Bankruptcy
3 Fountain Plaza
Buffalo, NY 14203

M&T Bank Lending Services
Customer Support
P.O. Box 1288
Buffalo, NY 14240-1288

MERS
1901 Vorhees Street, Suite C
Danville, IL 61834

Midland Credit Management Inc.
ATTN: Bankruptcy
PO Box 2011
Warren, MI 48090

Midland Credit Management, Inc.
8875 Aero Drive
Suite 200
San Diego, CA 92123

Midland Credit Mgmt Inc
ATTN: Bankruptcy
1 International Plaza, 5th
Philadelphia, PA 19113

Midland Funding LLC
320 East Big Beaver Road
Suite 300
Troy, MI 48083

Midland Funding LLC
2365 Northside Drive
Suite 300
SanDiego, CA 92108

Midland Funding LLC
ATTN: Bankruptcy Dept.
350 Camino De La Reina
San Diego, CA 92108

MOHELA/Dept of Education
ATTN: Bankruptcy
633 Spirit Drive
Chesterfield, MO 63005

Mortgage Electronic Registration
Systems, Inc.
P.O. Box 2026
Flint, MI 48501-2026

Mortgage Eletronic Services, Inc.
P.O. Box 2026
Flint, MI 48501-2026

OneMain
ATTN: Bankruptcy
100 International Drive, 15th Floor
Baltimore, MD 21202

OneMain
P.O. Box 1010
Evansville, IN 47706

OneMain
P.O. Box 742536
Cincinnati, OH 45274

OneMain fka Citifinancial
P.O. Box 1010
Evansville, IN 47706

Pembroke Lake Apartments
ATTN: Bankruptcy
700 Moraine Court
Virginia Beach, VA 23455

Portfolio Recovery Associates LLC
ATTN: Bankruptcy Dept
P.O. Box 41067
Norfolk, VA 23541

Portfolio Recovery Associates, Inc.
Riverside Commerce Center
120 Corporate Blvd.
Norfolk, VA 23502-4962

Portfolio Recovery Associates, Inc.
ATTN: Bankruptcy Dept
120 Corporate Blvd.
Norfolk, VA 23502-4962

Portfolio Recovery Associates, Inc.
ATTN: Bankruptcy
150 Corporate Blvd.
Norfolk, VA 23502-4962

PRA Receivables Management, LLC
ATTN: Bankruptcy
130 Corporate Boulevard
Norfolk, VA 23502

St. Vincent Health Center
ATTN: Emily McNaughton
4 Allegheny Center
Pittsburgh, PA 15212

St. Vincent Hospital
ATTN: Bankruptcy Dept.
232 West 25th Street
Erie, PA 16544

Synchrony Bank
ATTENTION: Bankruptcy Dept.
P.O. Box 965061
Orlando, FL 32896

Synchrony Bank
ATTENTION: Bankruptcy Dept.
P.O. Box 965060
Orlando, FL 32896

US Dept of Education/Advantage
ATTN: Bankruptcy
1891 Metro Center Drive
Reston, VA 20190

US Dept. of Education
P.O. Box 7860
Madison, WI 53707-7860

Vive Financial
ATTN: Bankruptcy
380 West Dada Drive, Suite #200
Draper, UT 84020

Wells Fargo Bank
PO Box 1629
Saint Paul, MN 55121

Wells Fargo Bank N.A.
ATTN: Bankruptcy
1 Home Campus
Des Moines, IA 50328

Wells Fargo Bank, National Association
301 S. Tryon Street
27th Floor
Charlotte, NC 28282

Wells Fargo Bank, National Association
ATTN: Bankruptcy
27th Floor
301 S. Tryon Street
Charlotte, NC 28282